**Only The Brave – Terms and Conditions.**

**By paying to register for Only The Brave 2019 you agree to our Terms and Conditions below:**

**The event**

* There is no upper age limit but everyone participating is expected to be in good physical health enough to be able to complete the course with minimal assistance from other participants or team mates.
* I understand the minimum age to participate in Only The Brave is 16 years old and I confirm I am age 16 or over
* I understand that my ticket is non-refundable. I understand that the individual registered is the person who must arrive on the day to take part and that I cannot send someone in my place. I understand that I can only transfer my place one month before the event (up to Wednesday 6 March) by contacting onlythebrave@eaaa.org.uk and paying a £5 transfer fee.
* I understand that the OTB is a hazardous activity consisting of a substantial and physically testing 6 or 10 mile outdoor obstacle course and there is a risk of injury to me when undertaking such activities. I understand that running, walking or climbing in cold, wet and/or slippery conditions could be potentially hazardous, and am aware that the obstacles area and the area between obstacles are likely to be muddy or slippery so I will take necessary care to ensure I avoid injury.
* I confirm that I am physically fit and in good health to safely take part in OTB. I have declared any medical information which may be necessary at the point of registration and I have no known condition that would affect the ability to safely complete the course or would cause a risk of danger to myself or other participants. I understand that it is my responsibility to monitor my condition before and during the event and will stop immediately if my continued participation could create a risk of danger to myself or others or I am advised to do so on medical advice.
* I acknowledge that EAAA recommend, if I have any concerns or doubts about my health, or I have a medical condition that may be affected by exercise, that I should obtain my Doctor’s approval before participating in the event.
* I understand that OTB is not a race; it is a non-competitive, non-timed event. I can choose whether I walk, jog or run and I have the choice to bypass an obstacle if I find it too challenging. I understand that OTB consists of a substantial and physically testing 6 or 10 mile outdoor obstacle course involving water and mud. The course includes, but is not limited to, running, tackling military-style obstacles, crawling, jumping, swinging, traversing nets, climbing walls, wading through stagnant water, carrying heavy objects. I accept that there is a risk of injury to me or others when undertaking such activities.
* I will take extra care on the course due to the nature of the course terrain, which may include, but is not limited to; concrete roads, bridle paths, loose stones, rubble and pebbles, long grass, short grass, stinging nettles, tree stumps, roots, ditches, stagnant water, pot holes uneven ground, rock falls, wildlife attacks, poisonous plants, insect bites. I understand that due to the nature of the event, minor injuries
are common and include, but are not limited to; scrapes, soreness, bruises, grazes, abrasions, cuts, sprains, strains, muscle tension, nausea, dizziness, fainting. I understand that serious injuries are less common, but do sometimes occur.
* I understand that OTB is a mass participant event and contact or collision with fellow participants is a possibility.
* I confirm I will wear training shoes and suitable sports clothing (preferably long sports trousers and a long sleeved top to avoid scratches, bites & bruises along with thick gloves).
* I acknowledge that I am participating in this event at my own risk and that EAAA, 8.2 Ltd, the sponsors or supporters of the event cannot be held liable for any injury, accident, loss, damage or public liability caused or sustained before, during, or after the event, as a result of my participation, unless caused by the negligence of EAAA or 8.2 Ltd.
* In addition they cannot be held liable for any changes made to the event for safety reasons, or as otherwise planned through circumstances beyond their control.
* I acknowledge that in order to cover myself for personal accident, material loss or damage to personal property and any loss or injury to a third party I am advised to take out personal insurance cover.
* I confirm that I will not consume alcohol, or any other substance that will impair my ability to take part safely and that the Organiser has the right to refuse my entry if consumption of any of the above is suspected.
* I understand that I am responsible for my own safety and my own actions (including the safety of my possessions) whilst undertaking this challenge.

All race information will be sent to the participant electronically. Race numbers will be given on the day at registration.

**Fundraising**

* I understand that this is a fundraising event organised by EAAA and that EAAA have hired 8.2 Ltd to run the event for them on the day. I understand that my entry fee purely covers the cost of the event and that by purchasing a ticket which requires me to raise a minimum £50 sponsorship, I must raise this in advance of the event date (and will endeavor to raise more). If I do not raise £50 by the event date I will either make the money up myself via a donation or contact the charity via onlythebrave@eaaa.org.uk to request more time to reach the target. I understand that I can participate in this event as part of a team; however I must individually raise the target amount stated. If I purchase a ticket which does not require a minimum amount of sponsorship, I will try to raise as much as I can to help fund the work of EAAA but I acknowledge there is no minimum.
* If I arrive late and miss my allotted wave, I understand that I might not be permitted to participate, and this decision will be at the discretion of the event organisers, 8.2 Ltd.
* I understand that I must abide by the rules, instructions and regulations I receive prior to the event and any instructions displayed or given to me on the day of the event by officials.
* I confirm that I will be respectful of guests at Elveden Estate and will not make excessive noise.
* Due to parking restrictions at Elveden Estate, I understand that all parking is at my own risk and subject to change on the day.

**Cancellation**

* If the Event is cancelled because of circumstances of force majeure, the participant will not be entitled to any refunding of the entry fee and/or compensation of other losses, such as travelling or accommodation expenses.
* On the day of the event, I will monitor EAAA social media pages and the email address that I registered with to ensure I see any announcements about the event before departing to attend.
* All claims will be forfeited for no-shows.
* Other than as stated below, the Organiser shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of government action, strike, civil commotion, and national disaster or other force majeure event or cause beyond the reasonable control of the Organiser.
* In no case shall any liability (other than for death or personal injury) of the Organiser, its staff, agents or contractors arising from acts or defaults at or near the course or otherwise in respect of the Event include any liability for indirect or consequential loss or damage.

**Data**

* How we use your details: EAAA will use the details supplied to contact you about OTB. We will never give, sell or exchange your information commercially with any other organisation. We will always store your personal details securely and respect your privacy. You can view our full Privacy and Data Protection Statement on our website at www.eaaa.org.uk/privacy. Is it easy for you to change your preferences at any time: just contact us on 03450 669 999, email feedback@eaaa.org.uk or visit www.eaaa.org.uk/preferences.
* Signing-up to participate in OTB requires creation of an account and registration through Eventbrite.com, a third party website owned and operated by Eventbrite, Inc. The information you provide to Eventbrite.com to register for OTB will be shared with EAAA and used by EAAA in accordance with our privacy policy but Eventbrite.com may have its own terms of use and privacy policy (which we encourage you to read). We are not responsible for your Eventbrite.com account and you must contact Eventbrite, Inc. for any issues with your Eventbrite.com account.
* I give my permission for my image to be captured (camera and film) by EAAA, 8.2 and Elveden Estate and outside sources. I understand that these images may be used indefinitely to promote the work of EAAA and its fundraising activities.
* If you order merchandise, some goods may be dispatched by a third party. We will need to share your data with them (securely) to enable the dispatch of your order. Your data will not be used for any other purpose than to fulfil your order.

**Miscellaneous**

* I will not engage in any form of “ambush marketing” (ambush marketing is an activity by a party which utilizes the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorized promotions or other commercial activity.
* By participating in the Event this does not confer any rights (by implication or otherwise) on the participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.