



NI 100 Terms & Conditions

Event Waiver

Please carefully read the waiver and make sure you are aware of the Waiver of liability for ABF The Soldiers' Charity NI 100 Virtual Walk.

Please read this document carefully before submitting your registration form. This document has legal consequences and will affect your legal rights and will limit or eliminate your ability to bring future legal actions.

In consideration of being permitted by The Soldiers Charity to participate in this virtual event "NI 100." ("Event"), including related programs, you should understand and acknowledge that by entering the event, that you are legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement. You therefore freely and voluntarily acknowledge and/or take action for yourself, and on behalf of your spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. Risks

YOU HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.

By entering this event, you certify that you are physically fit, will sufficiently train and prepare for this Event and have not been advised otherwise by a qualified medical person or other healthcare provider. You have no physical or medical condition that would endanger yourself or others if you participate in the event or would interfere with your ability to safely participate in the Event.

You acknowledge that this athletic Event is a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss.

The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, journalists, Event officials, Event monitors, and/or producers of the Event. The risks are not only inherent to athletics, but are also present for volunteers and supporters. You hereby assume all the risks of participating and/or volunteering in this Event.

2. Liability

In consideration of your application and permitting you to participate in this Event, you hereby take action for yourself, your executors, administrators, heirs, next of kin, successors, and assigns as follows:

(I) Waive, Release and Discharge from any and all liability for any death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me whilst participating in this Event, THE FOLLOWING ENTITIES OR PERSONS: ABF The Soldiers' Charity, their directors, officers, employees, volunteers, representatives, and agents, the Event sponsors, Event directors, Event volunteers, all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (Released Parties);

(II) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of any actions during this Event;

(III) By entering this event, you further covenant and agree not to sue any of the Released Parties for any of the claims that I have waived, released, or discharged herein.

3. Medical treatment

To take part in this event, you confirm that you are aware that the event is a physically challenging event, and will prepare for it as such. You must declare all pre-existing medical conditions and any medication you are taking prior to the Event.

There is no age limit to participation. However, by entering, you confirm that you are aware that if you will be over 65 on the start date of the event and are in any doubt as to your health, you should seek advice from my GP as to whether you should take part in the Event. You are aware that the registration form needs to be sent to the Charity by the 30th April 2021 and be aware that a digital copy of this declaration will be made and stored securely, for the period required by law.

4. Media

You should understand that at this event or related activities, that any photographs/selfies, films and/or videos uploaded or emailed to the organisers, may be used for any legitimate purpose by Event holders, producers, sponsors, organizers and assigns. You should be aware that photos may be used for public consumption and ABF The Soldiers' Charity branding is recommended for all photos. Participants wearing other Charity branding or clothing deemed 'offensive' may not be included for future publicity or asked to conceal said branding.

Participants have the right to opt out of publication of any images containing their likeness on the grounds of personal security.

5. General

By entering the event, you agree that ABF The Soldiers' Charity reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

By submitting your entry form, you acknowledge that the Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors, and organizers, in any event in which I participate and that it will govern my actions at said events. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on your heirs and assigns. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. By entering this event, you certify that you have read this document and understand its content.

You understand that third parties who have not signed up to the Event will not be able to take part in any day, section or aspect of the Event without express prior consent from ABF The Soldiers' Charity. This consent is not guaranteed and likely only to be given in exceptional circumstances. You agree that any third parties will be turned away irrelevant of any costs already incurred to the party.

6. Communications & Data

By submitting an online registration to participate in this event, you consent to receive email and postal communications from ABF The Soldiers' Charity regarding The Event. You acknowledge that it is your responsibility to ensure emails regarding my participation in the event sent by ABF The Soldiers' Charity and/or event organisers (including but not limited to email receipts, tickets and advanced notices) are received by you and are not redirected to Spam or Junk folders or sent to email addresses ABF The Soldiers' Charity does not have access to.

We declare and agree that your data will only be available for ABF The Soldiers' Charity for processing in relation to the Event.

You agree that if required to provide a declaration from your Doctor that a digital copy of this will be securely stored and kept for the period of time required by law.

We declare that your data will only be used for marketing purposes, including but not limited to electronic marketing, if I provide specific consent for this during the registration process.

We agree that you may unsubscribe from any marketing lists which you do opt in to receiving at any time, either by using the link provided in e-mails or by calling ABF The Soldiers' Charity at any time.

We agree that ABF The Soldiers' Charity will never sell or otherwise distribute your details to any third party, except in regard to providing health and safety data for use in that respect only. Remember, you can change your mind at any time about how we contact you, or tell us to stop contacting you altogether: Call on: 0207 901 8912; email: supportercare@soldierscharity.org; write to: ABF The Soldiers' Charity, Mountbarrow House 6-20 Elizabeth Street, London SW1W 9RB; online: <http://www.soldierscharity.org/updatesmypreferences> and that ABF The Soldiers' Charity will only use your data for marketing purposes, including but not limited to electronic marketing, if you provide specific consent for this during the registration process.

7. Fundraising

By entering the event, you agree to commit to raising at least £30 for ABF The Soldiers' Charity, and gift aid is not included in this amount.

You should be aware that all of the information requested during registration will need to be provided before the 30th April 2021 or my place in the Event will be withdrawn.

8. Age Limits

There are no age limits to this event. However, if you are under 18 years of age, you must:

- a. Be accompanied by an adult during the event or
- b. Have parental consent to take part in the event and
- c. Append details of the adult consenting to your participation on the registration form.