

**The Trenches Limited - BACK 2 THE TRENCHES**

**PARTICIPANT NAME:** .....

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND WILL AFFECT YOUR ABILITY TO BRING FUTURE LEGAL CLAIMS.

**Interpretation**

**The Trenches** means The Trenches Limited, a limited company registered in England and Wales with company number 10592579 whose registered address is at 13A West Street, Reigate, Surrey RH2 9BL

**Claim(s)** means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses.

**Event or Events** means an event run by The Trenches Limited or BACK 2 THE TRENCHES

**I/me/my/Participant** means you, who will participate in an Event and who has signed this Agreement.

**1. Assumption of risks**

1.1 I acknowledge and agree that:

- 1.1.1 the Events involve inherently dangerous activities;
- 1.1.2 I understand the demands of the activities of the Events in relation to my physical condition;
- 1.1.3 there is a significant risk of serious injury or death involved in participation in an Event;
- 1.1.4 I voluntarily, freely and knowingly assume all of the inherent risks as set out in paragraph 1.2 below;
- 1.1.5 it is my responsibility to consult with a medical expert or general practitioner (GP) to ensure that I am in a suitable physical and mental condition to participate in any Event;
- 1.1.6 BACK 2 THE TRENCHES accepts no responsibility for the loss of, theft, or damage during an Event to any property owned by me or under my control; and
- 1.1.5 BACK 2 THE TRENCHES does not provide insurance cover for any Event and it is my responsibility to arrange my own health insurance covering injuries I may suffer as a result of participation in an Event.

1.2 Participation in any Event will result in strenuous mental and physical exertion and participants will be required to be active for very long periods of time. The risks include but are not limited to:

- 1.2.1 contact or collision with another participants;
- 1.2.2 contact or collision with fixed or moving objects or obstacles;
- 1.2.3 challenging course conditions;
- 1.2.4 rough and uneven terrains;
- 1.2.5 risk of drowning;
- 1.2.6 natural hazards;
- 1.2.7 adverse weather conditions; and
- 1.2.8 erratic and/or inappropriate behaviour by me or other participants during an Event.

1.3 I agree that my participation in any Event is subject to all written terms, rules and regulations on [www.back2thetrenches.co.uk](http://www.back2thetrenches.co.uk).

**2. Limitation of Liability**

I hereby forever waive, release, covenant not to Claim, and discharge The Trenches Limited or BACK 2 THE TRENCHES and its officers, directors, representatives and employees from any and all Claims that I may have arising out of my participation in an Event in respect of:

- 2.1 any and all injury, disability or death; and
- 2.2 loss, damage or theft of my property.

Except that nothing in this Agreement shall limit or exclude the liability of The Trenches Limited or BACK 2 THE TRENCHES or its officers, directors, representatives and employees for death or personal injury resulting from its or their negligence.

**3. Indemnity**

I hereby agree to reimburse BACK 2 THE TRENCHES and its officers, directors, representatives and employees in respect of:

- 3.1 any and all Claims made on my behalf arising from injury or loss due to my participation in an Event; and
- 3.2 any and all Claims of co-participants and others arising from my conduct in the course of my participation in an Event;

Except for Claims arising from any negligence, breach of contract or breach of statutory duty by BACK 2 THE TRENCHES.

**4. Obligations of Participants**

Throughout my participation in an Event, I agree to:

- 4.1 co-operate with the Event officials at all times;
- 4.2 behave appropriately and with respect to all people, equipment, property and facilities;
- 4.3 alert a safety marshal if I see a fellow participant requiring medical assistance;
- 4.4 monitor my own physical and mental condition during the Event;
- 4.5 not participate in the Event if I have been advised not to by any medical practitioner or if I consider myself unfit in any way;
- 4.6 not be under the influence of alcohol or any non-prescription drugs during an Event;
- 4.7 not stray off the course of the Event or enter areas that are indicated as out-of-bounds;
- 4.8 wear suitable and protective clothing;
- 4.9 wear the event number supplied by BACK 2 THE TRENCHES and keep the number clearly visible; and
- 4.10 not wear spikes on shoes or running shoes.

**5. Cancellation and Refunds**

5.1 I acknowledge that BACK 2 THE TRENCHES at its sole discretion may delay, modify, or cancel an Event if conditions or natural or man-made emergencies make administering or holding the Event unreasonably difficult or unsafe.

5.2 In the event of cancellation, entry fees will be transferred to the next qualifying Event.

5.3 Refunds can be issued in full by BACK 2 THE TRENCHES upon written request. All such requests must be sent to BACK 2 THE TRENCHES Ltd by recorded delivery post to the address below. Refunds shall be paid within 30 days of the written request by THE TRENCHES Ltd and shall be made by company cheque from BACK 2 THE TRENCHES Ltd payable to the individual Participant requesting the refund. These refunds shall be made to the person requesting the refund only.

**6. Data Protection and Marketing**

I agree that:

6.1 in the case of emergency BACK 2 THE TRENCHES personnel may use the emergency contact details I provided when I registered for the Event;

6.2 should I receive medical assistance at an Event, data collected on an accident form will be held on The Trenches database and shall be handled in accordance with the terms of the Data Protection Act 1998 and in accordance with BACK 2 THE TRENCHES' privacy policy, which is available on [www.back2thetrenches.co.uk](http://www.back2thetrenches.co.uk);

6.3 BACK 2 THE TRENCHES may share any data I provide to it, including personal data collected from me by registering online, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with an Event (even where the country or territory in question is not identified as one that maintains adequate data protection standards).

**7. Photography**

7.1 By participating in an Event I consent to being photographed and/or to be included in the filming of imagery recording an Event and/or to be included in sound recordings of the Event.

7.2 I hereby waive any and all rights of publicity or privacy and hereby grant to BACK 2 THE TRENCHES the sole, full and complete permission and authority to utilise and exploit my appearance in an Event in any and all manners and media throughout the world in perpetuity without the need for any further approvals.

7.3 I agree that BACK 2 THE TRENCHES has the sole discretion to use or refuse to use any Event photographs or sound or media recordings in which I appear, and that BACK 2 THE TRENCHES may use or edit such sound or imagery at his sole discretion and as he thinks fit.

7.4 Subject to any restrictions of privacy imposed by law, I hereby consent to the use of my name, image, likeness, voice and any biographical material about me in connection with any footage of an Event, publicity and related promotional material of BACK 2 THE TRENCHES and with any and all publicity and promotional purposes.

7.5 I expressly waive any claims against BACK 2 THE TRENCHES (including its directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of event imagery or sound and/or any promotional materials relating to an Event.

**8. Personal Film**

8.1 I understand that I am permitted to take photographs and film footage of my participation in an Event for non-commercial purposes (that is for personal and private use only).

8.2 I understand that I am not permitted to reproduce or use photographs or footage of an Event in any printed media or matter or in any television programme without first obtaining the prior written consent of BACK 2 THE TRENCHES.

8.3 I hereby agree to assign (by way of present assignment of future copyright) to BACK 2 THE TRENCHES all rights, title and interests and all intellectual property rights in such reproduced or used photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof.

**9. Venue and Jurisdiction**

I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

**10. Severability**

I understand and agree that if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**11. Entire Agreement**

This agreement constitutes the entire agreement between me and BACK 2 THE TRENCHES and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**12. Age**

I confirm that I am aged 18 or over **OR** I confirm that I am the parent or guardian of the Participant who is between the ages of 6 and 17.

**13. Acknowledgment of Understanding**

I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily.

SIGNED .....

PRINT NAME.....

DATE.....

**CONSENT FOR MINORS**

NAME OF PARTICIPANT (MINOR).....

SIGNED (PARENT/GUARDIAN).....

RELATIONSHIP TO MINOR.....

PRINT NAME.....

DATE.....