

Hospice of the Valleys KAPOW Superhero Challenge Terms and Conditions

The Terms of Conditions are for entrants participating in Hospice of the Valleys KAPOW Superhero Challenge on Saturday 8th September 2018 at Parc Bryn Bach. Completion of an entry form or purchase of an entry by every participant acknowledges acceptance of these Terms and Conditions by the participant.

1. By entering the event the participant automatically accepts our terms & conditions.
2. Participating in KAPOW is a hazardous activity. Each participant acknowledges that there is an inherent risk of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury. Knowing this, each participant voluntarily assumes all of the risks of participating in the event, including the use of fancy dress and takes full responsibility for any and all damages, liabilities, losses, or expenses incurred as a result of their participation.
3. You cannot participate if you are pregnant.
4. The participant accepts that the event they are entering is not a race in any format.
5. The participant is fully responsible for their actions whilst attending the event. This includes the event centre and during the event itself. Hospice of the Valleys does not accept responsibility for the actions of the participant nor the consequences of such actions.
6. The events involve a level of sustained physical activity. Each participant, upon signing the registration form or purchasing a ticket, agrees that they are physically and mentally capable of completing the event. A further signature on the day of the event is required to endorse this wellbeing for the actual day.
7. Participants making the decision to take part and must be satisfied that this activity is suitable for them as individuals. Hospice of the Valleys cannot be held accountable for aggravation to illness or injury sustained due to participation in this activity. Participants are recommended to seek advice from their medical practitioner prior to taking part in this event, and make provisions to ensure their safe participation.
8. Each participant agrees to abide by the events rules including: no urination or defecation is permitted outside of designated areas; no wheeled conveyances or pets are allowed on the course at any time; and no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted. The participant also specifically agrees to obey all civil and criminal laws, including traffic laws and regulations.
9. Each participant agrees to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude.
10. The Event Registration Form or purchase of a ticket must be completed by a person aged 18 years or over. Evidence of age may be requested. Unless otherwise stated, participants under the age of 18 years will be allowed to participate in the event if they are over 1.2 meters tall and have the consent of their parent or legal guardian who must sign the Event Registration Form or purchase a ticket on behalf of the underage participant. Signing or purchasing a ticket is also an acceptance for the actions and consequences of the underage runner. Under 16's need to be accompanied at all times by a participating paying adult who is responsible for them.
11. Group Bookings
The Lead Person agrees that by completing the Online Registration Form and submitting an Order that:
(a) They have read these Terms and Conditions and have the authority to be bound by them on his/her own behalf and on behalf of all the individuals named in the Group Booking;
(b) They consent to our use of the information they provide in accordance with our Terms & Conditions
By completing the Online Registration or a telephone Group Booking, the Lead Person warrants that they have the authority to accept and be bound by the Terms and Conditions on their own behalf and on behalf of the Group. The Lead Person shall indemnify and keep us indemnified against all and any liability, losses, claims which we may suffer or incur as a result of a breach of this warranty.
12. Registering for an event indicates your consent for Hospice of the Valleys to contact you with pre-event information and about relevant products or services and research via email, post, phone & SMS. You can opt out at any time via the unsubscribe links within the emails sent.
13. Any marked route is shown for guidance only Hospice of the Valleys does not insist that you use the route shown. Therefore, if a participant chooses to tackle a section, it is entirely his or her own choice. If they choose a different route to avoid obstacles or sections they decide are beyond their capabilities, they do so entirely at their own risk and must follow any instructions given by course marshals.
14. Hospice of the Valleys reserves the right to shorten or alter the published route at any time. Participants do not have the right to claim a refund if the route is shortened.
15. Hospice of the Valleys reserves the right to change any finish line gift.
16. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by them. This includes, but is not exclusive to, fees from Police, Air Ambulance, Fire and Rescue and the

Ambulance service in and outside the United Kingdom. If the situation arises that you are not capable of making the decision to call the emergency services, the Participant agrees that a member of Hospice of the Valleys or a member of the public may call for them. In this situation, the participant still accepts the costs and consequences of such actions.

17. Each participant agrees to assign and grant the right and permission for Hospice of the Valleys and Extreme Adventure Ltd to use and publish any photographs/film/video/electronic representations and/or sound recordings of the participant on any activity. The participant hereby releases Hospice of the Valleys from any and all liability from such use and promotion. The participant hereby authorises the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of Hospice of the Valleys. The participant specifically waives any right to any compensation they may have for appearing in any of the photographs/film/video/electronic representations and/or sound recordings of the participant at the Event.
18. Event entry fees cannot be refunded or transferred under any circumstances.
19. Hospice of the Valleys reserves the right to cancel any event, due to extreme weather conditions or Force Majeure. In such an event, each participant's entry will be automatically moved to the rescheduled event. If a Participant can't make this event, they can carry their entry to another event of an equal or lower ticket value within the following calendar year. No refunds will be issued.
20. Participation in the event is at your own risk. Insurance cover is provided for all participants against a third party claim arising as a result of accidental damage to a third party property whilst participating in an event. This insurance cover is adjudged void if it is deemed the participant has acted negligently. No further insurance cover is provided by Hospice of the Valleys for participants in the event but Hospice of the Valleys strongly recommend each participant organises their own personal insurance cover.
21. Alcohol is not permitted at the event. Hospice of the Valleys reserves the right to remove anyone who is under the influence of alcohol, whether consumed prior to commencement or during the event.
22. We recognise family and friends may wish to photograph the event, however if you are a professional or commercial photographer and plan on taking multiple photographs of participants who are not personally known to you, this is strictly forbidden. Hospice of the Valleys reserves the right to ask any person taking photographs to refrain from doing so.
23. Hospice of the Valleys reserves the right to update its terms and conditions at any time prior to the event. An up to date copy of the terms and conditions will be displayed at the event for participants to view. Participants should read this prior to the taking part in the event.
24. Hospice of the Valleys may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.

By ticking the box, participants and Parent or Guardian of a participant, if under the age of 18, affirm they have read the above terms and conditions and understand its content and voluntarily sign this agreement.

Extreme Adventure Ltd

January 2018