



**BY STARTING THE KENTON 100 COMMUNITY SUPPORT EVENT, I AUTOMATICALLY ACCEPT THIS INDEMNITY**

- I understand that I will be participating in an event that is a community event and not a race.
- I understand that I will be participating in an event for which I have made a donation to the community in order to join others in a run/walk around Kenton-on-sea.
- I understand that I will be participating in an event that could be an inherently dangerous activity.
- I understand that participating in the Event involves the risks of severe physical injury and/or death that cannot be completely eliminated.
- I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including fellow participants, Kenton 100 organisers and volunteers or spectators).
- I undertake to participate entirely at own risk. I agree that I shall have no claims whatsoever against the informal organizing body, any individuals, organiser or official, marshal, assistant, helper or agent, the sponsors, local authority or land owners, in respect of any loss or damage whatsoever, which I may suffer. This includes any injury to my person or loss or damage to property as a result of, or arising out of, whether directly or indirectly, my participation in this event, including my arrival and departure there from and attendance of any ceremony and function thereof, however such loss or damage may arise and regardless of whether or not same shall have been caused directly or indirectly by negligence, of one or more or all of the aforementioned parties.
- In the event of my approval of this form as a guardian of a minor, I hereby consent to such minor being bound by the foregoing and further I indemnify the aforementioned parties to the extent, if any, to which such minor is not capable of waiving his rights as stipulated within.

**BY STARTING THE KENTON 100 COMMUNITY SUPPORT EVENT, I AGREE TO ALL THE BELOW TERMS, CONDITIONS AND LIABILITY POLICY**

**1. RULES AND REGULATIONS**

- 1.1 I agree to obey all the rules and warnings of the organisers, marshals or volunteers.
- 1.2 I agree to abide by any decisions made by the informal event organiser or official.

**2. SAFETY**

- 2.1 I understand that the Event course may contain animals, insects and plants.

2.2 I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.

2.3 I understand, agree and accept that some of the course may go through water that has not been tested for chemicals, disease or contamination. I understand that the course may go through the high tide mark and I need to familiarise myself with the tides and take all necessary precautions.

2.4 I agree not to consume alcohol prior to the Event (or during the event) or to use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event.

2.5 I consent to medical care by the local Kenton doctor (Dr. E. Galpin) and to any transportation required in order to obtain treatment in the event of injury to me as deemed appropriate by volunteers or medical professionals and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

2.6 I agree to cover all costs related to any and all injuries I may obtain, including but not limited to all medical transport costs, all medical professional costs, all medical equipment. I agree to ensure that I have the necessary medical insurance and / or the necessary medical Aid in order to cover all my costs during the Event. I understand and accept that the directors, organisers, volunteers are in no way responsible for any of my medical costs.

2.7 The organiser may dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, person, facility or property. I also agree to indemnify The organiser, its owners, officers, past and present employees, agents and Event sponsors from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

2.8 I agree to ensure that I have all the necessary nutritional requirements (including water and food) and all the necessary equipment to complete the Event.

### **3. LIABILITY AND REFUND POLICY**

3.1 I agree that organiser and / venue is not responsible for any personal items or property that is lost, damaged or stolen at the Event.

3.2 I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion without compensation.

3.3 I agree that all donations to the event are final and non-refundable.

3.4 I agree that organiser reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, heat, fires, storms, lightning, high seas, and floods), accidents, acts of war or terrorism, military conflicts or riots, pandemic or endemic outbreaks or for any reason that, in organiser's discretion, will protect the safety and security of Event participants and spectators.

3.5 If I am registering a minor under the age of 18, I represent and warrant that I am the parent or legal guardian of that person and have the legal authority to enter into this Agreement on their behalf. By proceeding with this event registration, I agree that the terms of this Agreement shall apply equally to all Registrants.

### **4. PERSONAL DATA**

4.1 I agree to receive periodical email and sms notifications from the organizing body communicating necessary event information and arrangements.

4.2 I agree that my personal data may be shared with event sponsors or partners and associated events, who may communicate with me via email communication.

**5. COVID- 19**

5.1 I acknowledge that the Department of Health and many other public health authorities still recommend practicing social distancing, and other regulations to be viewed [HERE](#), and although Kenton 100 informal organisers have put in place preventative measures and other protocols to reduce the spread of the COVID-19 and adhere to these regulations, I acknowledge the contagious and unpredictable nature of the coronavirus disease 2019 (COVID-19) that makes it difficult to prevent transmission, and I hereby voluntarily execute this COVID-19 Transmission Indemnity against Kenton 100 for any claims related to the contraction of COVID-19.

5.2 I hereby agree to defend and irrevocably and unconditionally indemnify and hold harmless Kenton 100, and its directors, employees, agents, contractors, volunteers and officers or each of them (Indemnified Parties), from and against any claim for damages or losses and/or from any other claims, judgments, penalties, costs or other liability or expense (including, but without limitation, legal costs) of any nature whatsoever (whether direct, consequential or otherwise), whether for death, personal injury, illness or other loss or harm sustained by entrants, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at the event.

5.3 I confirm that I have done a self-screening and I have no Covid-19 symptoms.

**NAME:** .....

**DATE:**.....

**SIGNATURE:**.....

**WITNESS:**.....