



NORFOLK SUPERHERO CHALLENGE 2022 TERMS & CONDITIONS OF PARTICIPATION AND LIABILITY WAIVER

Please read these terms and conditions of participation and waiver (“Agreement”) carefully, as it affects your future legal rights. Then tick the box on the online registration form (“Entry Form”) stating that you agree to this Agreement.

Completion and submission of the Entry Form by you will be treated by the Event Organisers as confirmation that you have read, understood and accepted this Agreement. Participation in the Event is subject to and conditional upon acceptance of this Agreement.

AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT

You represent and warrant to the Event Organisers that you have full legal authority and capacity to complete the registration for the Event, including this Agreement, on behalf of yourself and/or, where applicable, any Supporters, including full authority to make the bank transfer from which the entry fee will be transferred.

“Supporters” means any non-participating, accompanying person/s who are attending the Event in support of you, including any family members or friends and including any minors. By proceeding with registration for the Event, you agree that this Agreement shall apply equally to Supporters.

As used in this Agreement, (a) “Event Organisers” means and includes Norfolk Superhero Challenge Limited, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with the Event Organisers singly or together and its and each of their officers, employees, volunteers assisting in the staging of the Event, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual) applying to enter the Norfolk Superhero Challenge 2022 event (the “Event”), and any Supporters and, by virtue of agreeing to this Agreement, for whom you are waiving certain rights.

ENTRY AND ENTRY FEE

You and your team member must be at least 18 years of age on Saturday 18th June 2022.

Entries to the Event are personal to you. You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer your place in the Event. Any entry that is transferred or offered to transfer will be void.

You and your team member will pay the Norfolk Superhero Challenge a non-refundable “Entry Fee”. The Entry Fee is £200 per person (or £180 per person if bringing your own

Malibu 2 Ocean kayak).

Your team place is not secured until the entry fee for both team members is confirmed as received by the Event Organisers, along with a fully completed Entry Form which also includes your acceptance and agreement to the terms of this Agreement from both team members. The deadline for entries is Friday 5th November 2021.

The Entry Fee is non-refundable. However, if you have to withdraw before the 13th May 2022, at the discretion of the Event Organisers, your Entry Fee may be deferred to the following year's Event ("Rollover"). Entry fees can only be deferred for one year. A Rollover Entry Fee does not guarantee entry in 2023; it is the sole responsibility of both team members to confirm they wish to take up their team place. Any Rollover monies in these circumstances will incur an administration fee of £40 per person.

CHANGES AND CANCELLATION

Should Government Guidelines or any other reason prevent the Event Organisers from running the Event in 2022 we will contact you to let you know that your entry has been automatically deferred to the 2023 Event. At your written request, if the 2022 Event is not able to go ahead and, together with your team member, you do not want to take part in the 2023 Event, we will also offer you the option to apply for a refund.

The Event Organisers reserve the right to change the date of the Event. In the Event of such change of date of the Event, and you and your team member are unable to attend on the revised date, you have 7 days to inform the Event Organisers in writing from when the change in date is announced to receive a refund of your entry fee.

The Event Organisers reserve the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed you and your team member will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.

The Norfolk Superhero Challenge may be cancelled, re-routed or stopped for reasons of safety or if Government regulations require the Event Organisers to do so. Any last minute amendments to the Event, including a last minute cancellation will be made entirely at the discretion of the Event Organisers. Any such decision would be as a last resort when all other options have been ruled out. If the Event is prevented from taking place at the last minute or must, out of necessity be changed - eg the route altered - then the entry fee and any costs incurred by you will not be refundable. You may wish to consider obtaining cancellation insurance.

In the Event of cancellation of the Event or that of you and your team member's entry for any reason, the Event Organisers will have no responsibility for any costs or expenses incurred by you and your team member as a result of cancellation, including any travelling or accommodation expenses.

CHARITY

You and your team member will both pledge to raise £250 each for the chosen charity of the Norfolk Superhero Challenge 2022. Thank you very much for all of your efforts in supporting local causes. This is compulsory and for 2022 you will not be able to take part in

the Event without proof of your fundraising. If for any reason you or your team member choose not to take up your place or the Event is cancelled or postponed, or you are not permitted to take part in the Event, all sponsorship forms and money collected for the Norfolk Superhero Challenge's chosen charity must be forwarded to the charity and will not be refunded.

INSURANCE

Your entrance fee will include a British Quadrathlon Association ("BQA") day license (third party liability insurance). Any additional insurance for you, or your equipment, is your responsibility.

The Event Organisers will not carry insurance in relation to your participation in the Event. It is your responsibility to obtain any necessary personal insurance in connection with the Event.

You must be fully insured to participate in the Event and must make sure that all of the activities in the Event are covered by such insurance. You should always check your policy for any exclusion of activities undertaken in the Event. We strongly recommend that you take out insurance cover for cancellation as part of your policy.

MEDICAL

You agree that:

- The Event for which you are registering may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without undue risk to your health or your life. You are strongly advised to consult a doctor before undertaking any strenuous exercise or training programme or participating in the Event. We do not conduct health or fitness checks on participants. The Event may involve inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk. You warrant that you will be sufficiently fit and healthy to participate in the Event unaided and in accordance with this Agreement.
- Your personal information (including medical information entered on the Entry Form or collected by Event medical staff during or after the Event) can be stored, used and disclosed by the Event Organisers in connection with the organisation and administration of the Event and for the compilation of statistical information. If you become ill during or after the Event and/or receive medical attention or treatment either from Event medical staff, Ambulance staff or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to the Event Organisers or others authorised by them.
- You consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during the Event, such assistance to be given by the Event Organisers, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).
- You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to

ambulance transport, hospital stays, physician, and pharmaceutical goods and services.

- The Event Organisers may from time-to-time issue reasonable rules or conditions to address Covid-19 including, but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software. You warrant that you will comply with all such rules or conditions.
- You and your team member agree not to attend the Event should you suspect that you have been in contact with anyone with Covid 19 or any of its variants or if you have any symptoms at all in the 10 days prior to the Event (such period being subject to any Government Guidelines at the time of the Event).

EVENT RULES

Please be mindful at all times that you are a Norfolk Superhero and you are representing the Event in the community, and that we want to set a positive example of the Norfolk Superhero as a fair, fun and sporting Event that inspires those that take part and watch the Event.

As a continuing condition of entry into, and participation in, the Event you shall ensure that:

- You agree to abide by all Event rules, regulations and instructions issued by or on behalf of the Event Organisers, any rules and regulations imposed by the venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant BQA Rules in force (available at <https://www.britishquadrathlon.org.uk> and on request by emailing jess@norfolksuperhero.co.uk) and any road regulations, including without limitation, the Highway Code. The Event Organisers are entitled to impose Event rules upon you from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Event Organisers shall be considered final.
- You will comply promptly with all instructions and guidelines given by the Event Organisers and any persons acting on their behalf as well as acting on any Government enforced regulations. The marshals will be located on the route and all volunteers and staff involved in the Event will be clearly identifiable.
- You and your team member must attend the compulsory safety briefing at the Event HQ at 6:30pm on Friday 17th June 2022.

Prior to, during and after the Event whilst on the Event site, you and your team member are responsible for your own safety. You will take all reasonable care to ensure the safety of other participants, Supporters, spectators, support staff and the general public. The Event Organisers will not be liable for any actions of any spectators or other third parties.

The Event Organisers reserve the right to remove you from the Event, either during or before it, due to ill health, or any other reason (at the Event Organiser's discretion) that may render you unfit to safely complete the Event. You confirm that you will not take part in the Event if you are suffering from any injury or illness which may impair your performance and confirm that you will report any illness during the Event to the Event Organisers at the earliest opportunity.

The Event Organisers also reserve the right to terminate your participation should you be

considered not to be treating other participants and other participant's property, the Event Organisers or its personnel (including that of its suppliers and subcontractors) with respect at all times or if you are otherwise considered to be a danger to the safe staging of the Event.

You understand that you will not be entitled to a refund of the fees if you are disqualified from the Event as a result of an infringement of these rules, regulations or instructions.

You and your team member shall not intentionally or carelessly litter (including water bottles) onto the course at any point. We ask that you hold onto all of your litter. Litter can be discarded in the transition area in the bins provided at the Event HQ. Participants caught throwing litter are at risk of being disqualified.

You and your team member are responsible for not getting lost and not deviating from the official Event route. You can find the Event route map on the website (www.norfolksuperhero.co.uk), in your Event registration pack given to you at the safety briefing, and on mapometer which you can upload to an electronic device. Contact numbers for HQ and the roving bike mechanics can also be found on the map provided. The route will be marked by Norfolk Superhero Challenge signs but please be aware that we can not be responsible if signs have been moved.

You and your team member must display the official Event numbers provided at registration in the manner indicated in the Event information booklet; folding or defacing Event numbers will result in penalties being applied in accordance with BQA Rules.

It is your responsibility to ensure the marshals get your number at each checkpoint. If you retire from the Event, you must inform the marshals at that checkpoint or HQ if retiring between checkpoints.

It is also your responsibility to ensure that you return any electronic timing wristband or equivalent equipment to a marshal. Participants who do not return such equipment will be charged for its replacement.

Teams will only be deemed as having completed the course or section when the last member of that team has crossed the finish line, this time becomes the official finishing time for that team's entry.

The Norfolk Superhero Challenge is subject to cut off times which will be advised at the compulsory safety briefing. The cut-off times are non-negotiable. It is essential that participants who miss the cut-off times abide by them. The cut-off times may be subject to change for the safety of both participants and volunteers.

For the cycling part of the Event the marshals will be located at various points along the route. Please note that marshals do not have the authority to stop motorists. Marshals are there to help in the safety of the running of the Event both for you and other road users. Please listen and obey their instructions. You must obey all road traffic legislation and Highway Code Rules; failure to do so may lead to disqualification. Most of the route will be on minor roads but these will not be traffic free. Particular care should be taken on those sections of the route on single track roads and where there are pot-holes, gravel and loose stones. Look out for some sections of the route where we have marked the road to encourage you to slow down due to excess gravel. If for reasons of safety, we ask you to stop or slow down, then please do so. You must display caution at all junctions. Furthermore, there are

particular junctions where we need you to display extreme caution. We recommend you unclip your cycling shoes in good time, put a foot down, look and listen for traffic at all junctions, and make your own judgement as to whether it is safe to proceed. Please pay attention at *all* junctions with particular attention at the following junctions marked on your map as:

- Point 5 Sedgford
- Point 8 Amner
- Point 9 Syderstone
- Point 14 Plum Crossing
- Plus be careful at the turning at the obelisk due to loose gravel

Drafting and overtaking during the cycling phase

Under no circumstances should you or your team member ride in bunches or cross the centre line of the road. You and your team member must ride in single file and keep to the left-hand side of the course and not create a hazard by blocking other competitors on the course. You must only pass another participant on the right.

For your own safety, and in accordance with BQA Rules, it is forbidden to draft. You must reject attempts by others to draft. Drafting endangers you, your fellow competitors, all those assisting in the organisation of the Event and the general public.

If you are overtaking you should at all times ride in single file and observe a 12m gap between yourself and the rider in front. This is as per the BQA Rules relating to competing on open roads. Any infringement will be met with time penalties and/or disqualification for multiple offences.

KIT LIST

A kit list is set out below. The Event Organisers reserve the right to change this list should it be considered appropriate for you and your team member's safety. There will not be compulsory kit inspections, although the Event Organisers reserve the right to do a spot-check of kit at any time during the Event if they are concerned for your safety. You and your team member are responsible to ensure that your kit meets the safety standards required and are expected to follow the advice given and to take personal responsibility. Teams not complying with the compulsory kit may be disqualified from the Event.

You and your team member are responsible for carrying your own water for the Event. A water point will be available in the bike/run transition zone (Event HQ) should you wish to fill up your water bottles. To help reduce single use plastic and reduce the impact on the environment, there will NOT be any other water provided along the course. Please note, this is a change from previous years.

You and your team member are advised to save an In Case of Emergency ("ICE") contact in your mobile phone and to ensure that your phone is sufficiently charged. If you or your team member have specific medical conditions, for example asthma, epilepsy, insulin dependent diabetes or severe drug allergies, you must include the details in the Entry Form, in the space provided on the back of your bib number and mark a large red cross on your left forearm with a waterproof pen.

Swim phase: full length swim wetsuit; goggles; Norfolk Superhero Challenge 2022 coloured swim cap (supplied and compulsory).

Kayak phase: Buoyancy aid to be worn and securely fastened at all times (supplied by the Event Organisers and compulsory for you and your team member to wear); if you are using your own buoyancy aid please ensure it complies with CE Standard EN 393 (International Standard "ISO 12402"); Malibu 2 Ocean kayak (either supplied or your own); windproof top. Please have a face mask available (unless you are exempt) should a member of staff or marshal request that you put one on at any stage, for instance if you need medical assistance.

Cycle phase: It is your and your team member's responsibility to check the safety of your bike and ensure you have a mechanically sound and roadworthy road bike; Approved cycling safety helmets of ANSI Z90.4, SNELL B90, EN 1078 or an equivalent national standard must be worn by competitors. A CE mark is not an approval mark and should not be treated as approval. Helmets must be securely fastened and fit properly at all times from the moment of taking the bike off its rack in the transition area until putting the bike back on its rack in the transition area (compulsory for you and your team member); only traditional drop handlebars are permitted. The handlebars must be plugged; Tri-bars are NOT permitted; sufficiently charged mobile phone (1 per team is compulsory); 2 bottles of water or sports drink per person (compulsory). We also advise that riders carry energy bars or similar snacks, tools, replacement inner tubes, wet weather clothing, ID, a small amount of money, sunscreen and map. Please have a face mask available for use if necessary, for instance if you need medical assistance.

You may not use your mobile phone, electronic listening communication device or personal video recording device while riding.

During the cycling phase you must not take food or drink from a moving vehicle. If you need food or drink, you must bring your bike to a complete stop in a safe place in order to receive it. You may however receive support from a stationary vehicle and any such vehicle must not interfere with the progress of other participants or obstruct other traffic.

Run phase: regularly drinking water or a sports drink is strongly advised – you must take your own water or sports drinks on the run. We also advise that runners carry sunscreen and a cap. Please have a face mask available for use if necessary, for instance if you need medical assistance.

It is important to drink regularly and enough before, during and after exercise. However, please note that drinking too much water before, during or after exercise can lead to a condition known as Exercise-Associated Hyponatremia. The symptoms of EAH can be mild (dizziness, nausea) to more dangerous (headache, vomiting, confusion, seizure) and can be life-threatening. Please consult your doctor for expert medical guidance.

ASSUMPTION OF RISK AND LIABILITY

You and your team member are taking part in the Norfolk Superhero Challenge at your own risk. To the extent permitted by law neither the Event Organisers nor its sponsors, suppliers or volunteers assisting in the staging of the Event will be liable for any loss, harm, damage, illness or injury however so caused (directly or indirectly), arising out of or in connection with or suffered during or as a result of, your participation in the Event, provided always that nothing shall exclude liability for death or personal injury caused directly by the negligence of the

Event Organisers or its employees, subcontractors or agents.

You agree to indemnify, defend, and hold harmless the Event Organisers and all other persons associated with the event, from all liabilities arising out of or in any way connected with (a) your participation in the event, including without limitation any liability caused by negligence (including any negligent rescue attempt), the action or inaction of the Event Organisers, (b) your and Supporters' use of the Event Organisers or the Event site, or (c) any violation by you of any of this Agreement.

In consideration of the acceptance of your registration and participation in the Event, you assume full and complete risk and responsibility for any discomfort, illness, injury, or accident which may occur while you are preparing for the Event, during the event, while you are on the Event site or while you are traveling to or from the event.

You acknowledge and agree that the event may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected.

You also acknowledge and agree that participation in the event may carry with it certain inherent risks and dangers that cannot be eliminated completely ranging from risk of minor discomfort to catastrophic injuries including permanent disability and death.

You are aware of and assume all risks associated with participating in the event, including without limitation risks of permanent injury or death due to falls, obstacles, contact with other participants, acts or omissions of other participants, effect of weather, traffic and conditions of any road.

DISCLAIMER OF WARRANTIES

You expressly agree that use of the Event Organisers' services is at your sole risk. The services are provided on an "as is" and "as available" basis. The Event Organisers make no warranty that services will be uninterrupted, secure, or error free. The Event Organisers expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. The Event Organisers do not guarantee the accuracy or completeness of any information on, or provided in connection with the Event. The Event Organisers are not responsible for any errors or omissions, or for the results obtained from the use of such information.

RELEASE AND WAIVER OF LIABILITY

You and/or, where applicable, any Supporters hereby waive, release, covenant not to sue and forever discharge the Event Organisers and all other persons associated with the Event, for all liabilities, claims, actions, or damages that you may have against them arising out of or in any way connected with your registration and/or participation in the Event, including without limitation any liabilities, claims, actions, or damages caused by negligence of the above parties (including any negligent rescue attempt), the action or inaction of any of the above parties, the actions or inactions of any spectator or other third parties, or otherwise.

The Event Organisers shall not be liable to you and/or, where applicable, any Supporters, for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Event Organisers has been advised of the possibility of such damages). Without limiting

the foregoing, the Event Organisers will not be responsible for (a) the use or the inability to use the Event Organisers' products or services; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Event site; (c) your participation in any promotion or program coordinated by the Event Organisers; (d) personal injury; (e) unauthorized access to or alteration of your transmissions or data; (f) statements or conduct of any Supporters or other third party on the Event site; (g) any other matter relating to the Event site, or the Event Organisers' products or services; or (h) your participation in the Event. You agree that the Event Organisers' maximum liability to you and/or, where applicable, any Supporters, for any reason or cause whatsoever, shall not exceed the total amount of monies received by the Event Organisers from you.

PERSONAL INFORMATION

You agree that the Event Organisers may publish your Personal Information as part of the results of the Event and may pass such information to the governing body or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other Events. Results may include (but not be limited to) name, Event times, address and age.

The Event Organisers also use your personal information in accordance with our privacy policy including:

- to process any application you make to participate in any Norfolk Superhero Challenge events;
- to track your progress in any Norfolk Superhero Challenge events;
- to send you health and safety and other relevant Event information for any Norfolk Superhero Challenge events that you are participating in;
- to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from us;
- to comply with our statutory and regulatory obligations;
- if you are obtaining your entry through a third party (such as a charity, sponsor, supplier or business) to allow the third party to access your information for the purpose of management and administration in respect of your entry; and
- in the case of images and footage, in accordance with our privacy policy.

You understand and consent to the fact that during the Event, various filming and photography takes place. You consent to photographs, filming and sound recording of yourself and grant your permission, free of charge, to the Event Organisers, its licensees and those authorised by it, to use such photographs, films and recordings (including any copies) and for your image, likeness and voice to be included in pictures and/or on film and/or audio broadcasts or transmissions (including the publication on the internet and in social media) and their exploitation and advertising without compensation or credit such use shall last in perpetuity.

Please email us should you wish to see our full Privacy Policy which is also available on the website: www.norfolksuperhero.co.uk

MISCELLANEOUS

This Agreement (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties

relating to the Event.

You acknowledge and agree that in submitting the Entry Form (and the documents referred to in it) you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made of any person) other than as expressly set out herein.

By submitting your Entry Form you warrant that the information you have and will provide is accurate and true. You must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from future Events. The use of false documents to obtain an entry may be a criminal offence.

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms of this Agreement and in either event the remaining provisions shall remain in full force and effect.

This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.

Norfolk Superhero is the trading name of Norfolk Superhero Challenge Ltd. All rights reserved.
Date of issue: 16th October 2021