

# NSPCC Milton Keynes Half Marathon and 10k

## Race rules and conditions of entry

The NSPCC Milton Keynes Half Marathon and 10k will be held under the rules of UK Athletics and local rules.

### Definitions

- Participant: means the named person in the Registration.
- Race Director: means National Society for the Prevention of Cruelty to Children (Charity Registration Numbers 216401 & SC037717).
- Terms and Conditions: means the terms and conditions set out below.
- The Events are running races comprising a 13.1 mile (21.1k) Half Marathon and a 10k (6.2 miles) to be held in Milton Keynes on 24 September 2017.

### Registration

- 1 Only persons aged 17 years or above on the day of the Events may register and take part in the Half Marathon event.
- 2 Only persons aged 15 years or above on the day of the Events may register and take part in the 10k event.
- 3 Entries are personal to the applicant and entry fees are non-deferrable.
- 4 Numbers are issued to the individual athlete completing the application except with the specific authority of the Race Director will use its best endeavours to transfer an allocated race number to another participant upon reasonable request. Any Participant who receives a transferred number without the consent of the Race Director will be disqualified.
- 5 Any Participant who enters the Half Marathon event but subsequently wishes to transfer the entry to the 10k event may do so upon reasonable request to the Race Director but no refund will be made for the decrease in the entry fee.
- 6 Any Participant who enters the 10k event but subsequently wishes to transfer the entry to the Half Marathon event may do so upon reasonable request to the Race Director subject to payment of the increase in the entry fee.
- 7 The discounted entry fees are only available to registered members of athletic clubs with paid up affiliation to England Athletics for the current year.
- 8 No refund can be given if the race has to be cancelled or postponed due to circumstances outside the Race Director's control.

### The Events

- 9 The Race Director reserves the right to refuse or cancel applications, including duplicate applications, or alter the date, time and/or venue and format of the Events, including the course route or distance, in whole or in part, without notice or liability to the Participant.
- 10 Alcohol, tobacco, illegal substances, performance enhancing substances or intoxicants of any kind are strictly forbidden.
- 11 A professional photographer will be taking pictures during the day. You and your children may be included, either intentionally or unintentionally, in posed and background shots. Please be aware that photographs taken of the Events by the photographer may feature you and your children. These photographs may be kept in NSPCC event archives or for publicity purposes.
- 12 A Participant starting either of the Events more than 10 minutes after the start time will be disqualified.
- 13 The course for the Events will be closed at 1.30pm after which there will be no marshals and participants may not be insured.
- 14 If a potential Participant considers himself or herself to have a disability please contact the Race Director to discuss the entry prior to application.
- 15 With the exception of the needs of disabled athletes (see 14 above), no wheeled vehicles (cycles, prams, buggies etc) or dogs are permitted on the course without the prior permission of the Race Director.

- 16** The Race Director has taken advice in line with the current UKA and BARR recommendations on health and safety grounds that iPods and MP3 players should not be worn as parts of the course are not closed to traffic and has decided therefore that iPods and MP3 players will be banned during this race.
- 17** Race marshals and medical team members have the authority to disqualify and remove any runner they consider to be acting dangerously or to be unfit to compete.
- 18** Disqualified runners will be removed from the race results and reported to UK Athletics.
- 19** Runners are required to give assistance to fallen runners and to report any casualties immediately to the nearest first aid post or race marshal.
- 20** Race timings for all race positions and prizes will be based on the start/finish clock not the race timing chips.
- 21** Prize winners will only receive one prize (with the exception of Participants in either of the team events who may also win an individual prize).
- 22** In the event of any dispute the decision of the Event Adjudicator and Race Director shall be final.

### **Participant's Declaration**

- 23** The Participant agrees to abide by the Terms and Conditions and any other rules, instructions and regulations published and displayed from time to time by the Race Director or given on the day of the Events by race marshals, officials and police.
- 24** By completing and submitting the registration, the Participant confirms that, to the best of their knowledge they are healthy and fit to complete the course within 3.5 hours and voluntarily and freely chooses to assume the risks (except where any such personal and bodily injury, including death is caused by the negligence of the Race Director or any of its employees).
- 25** The Participant is requested to advise of any known medical conditions or medication being taken upon registration and, prior to the start of the Events, is required to complete the personal, contact and health details form on the back of the race number and shall disclose any known medical conditions and medication. This is required in case of emergency only and the Participants' data will only be used in accordance with current data protection legislation.
- 26** The Participant acknowledges and agrees that, subject to clause 29, the Participant shall:
  - 26.1** fully indemnify and keep the Race Director fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Participant; and
  - 26.2** irrevocably indemnify and hold harmless, and reimburse the Race Director from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Race Director to any person (including the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for, the Events.
- 27** Subject to clause 29, the Race Director shall not be responsible for any losses the Participant suffers as a result of the Race Director's breach unless such losses were reasonably foreseeable to both the Participant and the Race Director as at the date of the Participant's registration for the Events. For the avoidance of doubt, the Race Director will not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Events for loss of revenues, profits, contracts, business or anticipated savings or loss of data; or goodwill or reputation; or any special or indirect or consequential losses; for any personal injury to or death of the Participant.
- 28** Subject to clause 29, the Race Director's liability to the Participant shall in any event be limited to the refund of the entry fee.
- 29** Nothing in the Terms and Conditions shall affect the Race Director's liability for death or personal injury resulting from the negligence of the Race Director or a deliberate act or omission of the Race Director, its employees or agents:
  - 29.1** for breach of statutory duty;
  - 29.2** for fraudulent misrepresentation; or
  - 29.3** to the extent that liability cannot be excluded or limited by law.