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Definitions

“Event Organiser” means the Trail Utopia brand owner and any professionals employed by the organiser to facilitate the event.

“Participant” means the person named on the Registration Form who will be participating in the Event.

“Event” means the event named on the Registration Form (Trail Utopia).

“Entry Form” means the website page registration page, which must be completed in order to participate in the Event.

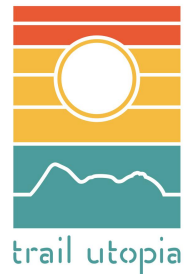
“Primary Entrant” means anyone registering a Participant other than, or as well as, themselves.

Associated risk

By registering for the Event, the Participant understands and agrees that he/she participates in the event entirely at his/her own risk and that no responsibility whatsoever shall attach to any Event sponsors, Event organiser, or any person involved in the organisation of the Event for any injury, accidents, loss or damage suffered in, or by reason of, the Event, however such may be caused. The Participant confirms that he/she is healthy and fit enough to complete in the Event. The Participant should be aware of the physically strenuous nature of this Event and the risks of participating, both medically and physically.

The Participant accepts that, should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, that this medical or physical condition will be reason to withdraw in accordance with these Terms & Conditions.

Prior to and during the Event, each Participant will be responsible for their own safety. Each Participant will take all reasonable care to ensure the safety of other Participants and will comply promptly with all instructions and guidelines given by the Event Organiser.



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Entry

By submitting a Registration Form and paying a fee for entry into this Event, Participants understand and agree to abide by the terms and conditions and the instructions given by the Event Organiser.

Participants shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

The Primary Entrant confirms that he/she is over the age of 18 and is responsible for providing the correct and required information for all Participants entered on the Entry Form. By agreeing to these terms as the Primary Entrant, he/she agrees to the Event Terms & Conditions on behalf of all Participants entered on the Registration Form.

Refunds

Should the event be cancelled by the Event Organiser for any reason, a refund will be issued. Please note a 5% of total booking fee is included in the entrance fee and this cannot be redeemed in any refund in any circumstance.

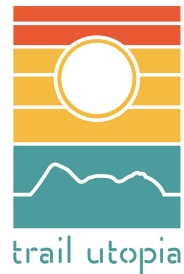
Should the Participant wish to cancel for any reason, the Event Organiser will not be able to refund as this will potentially impact the group booking. In special circumstances a transfer may be possible however this cannot be guaranteed. It is highly recommended the Participant uses the 'Booking Protect' option available at Entry.

Rules and regulations

Any Participant that acts negligently, maliciously, with willful misconduct or otherwise without due care and attention for the Event or other Participants to cause the Participant's removal from the Event, will not be entitled to a refund.

Media and photography

By registering for the Event, Participants understand and accept that media and professionals associated with the Trail Utopia team may take photographs and video footage of the Event and Participants for use to publicise and promote the Event at any point in the future.



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Liability / Responsibility

Whilst the Event Organiser takes every care with staging the Event, Participants acknowledge that personal accident and personal items insurance is their sole responsibility.

The Event Organiser shall not be liable to the Participant for any injury, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever arising out of the Participant taking part in the Event. The Event Organiser shall not be liable to the Participant for any loss of business, revenue or profit, loss of reputation, anticipated savings or wasted expenditure, pledges made on the Participant's behalf or to charity, other than in respect of any injury or loss arising as a result of the Event Organiser's negligence.

Nothing in this agreement shall affect the Event Organiser's liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

Data Protection

By registering for the Event, Participants agree that their personal information can be stored and used by the Event Organiser and Event partners for the following purposes:

- the organisation, staging and administration of the Event
- the compilation of statistical information and to improve health and safety procedures at future events.

The Event Organiser primarily uses email to communicate with Participants. By registering, Participants agree to receive emails regarding:

- the organisation, staging and administration of the Event
- welfare, including any related communication ahead of the Event.

The Event Organiser cannot be responsible if Event information does not reach the intended recipient by email. The onus is on Participants to ensure that their spam filters will allow Event Organiser emails through, for example, by adding to their email address books. The Event Organiser can only be responsible for ensuring that the email address provided is the one to which Event emails are sent.



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In the case of an emergency we may also pass personal details and / or emergency contact details provided when registering for the Event to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contact.

Your personal information may also be used for the purposes of sending communications to you about:

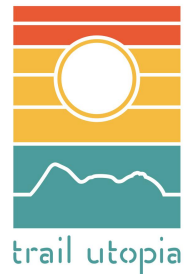
-future events and services which the Event Organiser believes Participants might be interested in, such as leisure activities relating to either similar types of events or activities use for promotional and marketing material in respect of similar events, other community based activities organised by event partners where you have confirmed that you would like to receive such further information when registering for an Event.

Participants are entitled to withdraw their consent for their personal data to be used at any time. If Participants would like to unsubscribe from marketing Information then Participants should e-mail info@trailutopia.com

If you provide personal information on behalf of additional entrants, please only provide this if they have confirmed that they are happy for you to do so as we will use this information for the same purposes.

Format Alterations

The Event Organiser reserves the right to alter the format of the Event. This may be subject to weather or other unforeseen incidents that potentially affect the safe and proficient execution of the Event. In the event of a change of format, Participants will be notified of the revised format with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in format for an Event provided the Event takes place on the specified date of the Event.



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Cancellation

The Event Organiser reserves the right at any time to cancel, delay or postpone the race for any reason, including (without limitation) adverse weather conditions, COVID-19 restrictions, an emergency situation or unforeseen or unavoidable circumstances out of its reasonable control. In such cases, the Event Organiser will endeavour to inform Participants as quickly as is possible.

Should the Event be cancelled for any reason, the Event Organiser shall not be liable for any inconvenience, expense, cost, loss or damage suffered by entrants. Registration may not be deferred towards any future events.

If the Event Organiser has to cancel the event and you would like a refund please contact info@trailutopia.com with the heading REFUND. As noted earlier in this document a 5% booking fee is included in the entrance fee and this cannot be redeemed in any refund in any circumstance.