

Run For All Limited (Company No: 5701790)

Marathon Yorkshire Ltd (Company No: 08295830)

#### 1. Definitions:

Event: a 10K, 10 mile, Half Marathon or Marathon organised by the Organiser;

10K: an Event consisting of a race of approximately 10,000 metres;

10 mile: an Event consisting of a race of approximately 10 miles;

Half Marathon: an Event consisting of a race of approximately 13.1 miles;

Marathon: an Event consisting of a race of approximately 26.2 miles;

Organiser: In respect of the 10k and Half Marathon, Run for All Ltd (Company No: 5701790) and in respect of the 10 Mile and Marathon, Marathon Yorkshire Ltd (Company No: 08295830);

Participant: the person competing in the Event and whose details were provided to the Organiser via the Website;

Volunteer: a person volunteering at the Event;

Group Leader: a Volunteer registering and taking responsibility for a group of Volunteers; and

Website: [www.runforall.com](http://www.runforall.com)

#### 2. Registration policy:

2.1 Volunteers must be at least 14 years of age to register as a Volunteer.

2.2 Volunteers aged 14 to 18 years must have parental consent when registering to volunteer.

2.3 Volunteers aged 14 and 15 years must be accompanied by a parent/guardian, who is also a registered Volunteer, at all times (unless as part of a group of Volunteers and supervised by the Group Leader).

2.4 Volunteers aged 16 years and above may register as a part of group of Volunteers or individually.

2.5 Group Leaders may register a group of Volunteers. The Group Leader shall provide a copy of these terms and conditions to each of the Volunteers in his/her group and use his/her best endeavours to ensure that all of the Volunteers in his/her group comply.

2.6 The Group Leader shall be responsible for the supervision of all of the Volunteers in his/her group during the Event and will ensure they have emergency contact details for all Volunteers.

2.7 Group Leaders shall collate all the necessary consents from the parents/guardians of any Volunteers aged under 18 years and shall ensure that all Volunteers will be aged 14 years or over on day of the Event.

### 3. Registration closing date:

The closing date for registering to volunteer online is two weeks before the date of each Event. Volunteers wishing to volunteer at an Event after this date can email [eventeers@runforall.com](mailto:eventeers@runforall.com).

### 4. Volunteers volunteer at their own risk:

4.1 The Organiser shall not be liable for any injury, loss occurring as a result of volunteering in any Event, (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser's liability for death or personal injury resulting from the Organiser's negligence or for any other type of liability that cannot be excluded or limited by law.

### 5. Medical conditions:

5.1 The Volunteer agrees that, as far as they are aware, they are physically able to volunteer at the Event and, to the extent that it may be necessary they have sought and relied upon any medical advice before the date of the Event. Should any medical or physical condition arise prior to the Event which is likely to affect their ability to volunteer in the Event, the Volunteer should withdraw from the Event. The Volunteers consents to any medical treatment being administered during the Event by official medically-qualified personnel.

5.2 The Organiser may prevent the Volunteer from volunteering in the Event (either at the start or during the Event) if the Organiser or any medical representative considers that the Volunteer should not volunteer in the Event for health and/or medical reasons.

### 6. Withdrawal:

If the Volunteer is unable to volunteer at an Event he/she has registered for he/she shall contact the Organiser as soon as possible via emailing [eventeers@runforall.com](mailto:eventeers@runforall.com). The Group Leader shall be responsible for contacting the Organiser if the number of Volunteers from his/her group changes from the number originally registered to help at the Event.

### 7. Health and safety:

7.1 Bikes, scooters, roller skates, pushchairs or any kind of mechanical aid (except wheelchairs) are strictly prohibited from the Event course on the day of the Event.

7.2 The Volunteer must ensure that they have the correct equipment, footwear and clothing for the Event as they require.

7.3 The Organiser may at any time during the Event or prior to the Event prevent the Volunteer from volunteering in the Event if it considers such action is necessary for the safety and/or proper enjoyment of the Event by the Volunteer and/or other Volunteers and/or other Participants and/or spectators.

7.4 All decisions and rulings by the Organiser shall be the final in respect of the safety, running and organisation of the Event, the rules of the Event and finish times and positions. The Volunteer accepts that circumstances concerning the Event may change from time to time for reasons beyond the reasonable control of the Organiser and

these may lead to the cancellation or change of the Event, venue(s), route(s) or other such changes. The Volunteer agrees to abide by such change(s) and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

#### 8. General Data Protection Regulation:

8.1 By agreeing to our Terms and Conditions, the Volunteer agrees to the Organiser storing his/her personal data including name, address, email address, date of birth, telephone numbers, emergency contacts. Includes Participants and Volunteers and using this information for the purpose of organising the Event in order to send out vital race information. Personal data will not be used for marketing purposes unless marketing consent received.

8.2 In compliance with the General Data Protection Regulation (GDPR) the Volunteer has the right of access to his/her personal records held on the Organiser's computer. By agreeing to our Terms and Conditions, the Volunteer authorises the Organiser to release personal details (including his/her full name and contact number) to Organiser's staff who are Event day point of contact for the Volunteer. The Volunteer also authorises the Organiser to disclose his/her information for medical purposes on the day of the Event. All Organiser third party providers adhere to GDPR and will not use third party data for marketing purposes unless consent has been received.

#### 9. Use of image:

By agreeing to our Terms and Conditions, the Volunteer consents to the Event being filmed, recorded or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of his/her name, likeness, appearance and photograph. All such commercial rights in relation to the same belong entirely to the Organiser and the Volunteer has no proprietary rights in relation to any film, photograph or other such recorded media. If the Volunteer does not wish for their image be used in this manner, they should contact the Organiser via the online enquiry form on the Website.

#### 10. Race cancellation: Organiser's discretion:

10.1 The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.

10.2 If, for a reason beyond its reasonable control, the Organiser is unable to comply with any of its obligations and/or the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, the Organiser shall be entitled to cancel, postpone or change the Event.

10.3 If the Event is cancelled in accordance with conditions 11.1 or 11.2, the Organiser shall not be liable for any losses incurred by a Volunteer or Group Leader as a result of cancellation of the Event.

#### 11. Race cancellation – Force Majeure:

11.1 For the purposes of these terms and conditions, a "Force Majeure Event" means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or others), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm, communicable disease, national mourning for over 65's, nuclear risks and chemical and biological weapons, act of terrorism, demonstration, march, request of an authoritative body such as the police or fire service, any order of repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event is to be held, seepage and/or pollution and/or contamination or default of the Organiser or subcontractors

11.2 If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, even during the period of the Event occurring, the Organiser shall be entitled to cancel, postpone or change the Event.

11.3 If the Event is cancelled or postponed in accordance with condition 22.2, the Organiser will make reasonable endeavours to rearrange the Event.

11.4 If the Event is cancelled, postponed or amended in accordance with condition 22.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to Volunteer for any losses whatsoever or howsoever incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

11.5 If for any reason beyond the reasonable control of the Organiser, the Organiser is unable to comply with any of its obligations under the conditions including organising the Event, the Organiser shall not be liable to the Volunteer for any loss, damages or expenses incurred by the Volunteer.

## 12. Event date and time:

12.1 The Organiser reserves the right to alter the start time and/or date of the Event.

12.2 Should a change of time and/or date be made and the Volunteer is unable to attend on the revised date, he/she must notify the Organiser as soon as possible via the contact form on the Website. The Group Leader shall be responsible for contacting the Organiser if the number of Volunteers from his/her group changes from the number originally registered to help at the Event or if their Group can no longer volunteer.

## 13. Change of address:

The Volunteer/Group Leader should notify the Organiser of any change of address or contact details. If the Volunteer/Group Leader has applied online, he/she will have an allocated username and password which will allow the Volunteer/Group Leader to make this change online. Alternatively, the Volunteer/Group Leader can contact the Organiser by email via the online enquiry form on the Website or by post.

## 14. Mailing lists:

The name of the Volunteer or Group Leader (if registering on behalf of a group of Volunteers) will be added to the Organiser's mailing list so that the Organiser can keep the Volunteer/Group Leader informed of any other Events. Volunteers/Group Leaders agree that such information may also be given to other carefully screened organisations working with the Organiser to deliver Events. If the

## 15. Rules:

The Volunteer agrees to:

act as a good ambassador for the Organiser and be friendly and approachable to members of the public, Participants, other Volunteers and staff; treat everyone equally, regardless of age, gender, sexual orientation, religion or disability; be respectful towards all individuals and be aware of his/her use of language to ensure that he/she does not cause offence; follow the instructions and guidelines given to him/her in the pre event briefing and by the point of contact on the day; give as much notice as possible if he/she is unable to attend an Event when expected and not be under the influence of alcohol or recreational drugs.

In return, the Organiser will:

be respectful towards all Volunteers; treat everyone equally, regardless of age, gender, sexual orientation, religion or disability; provide Volunteers with appropriate health and safety literature and a sufficient briefing for all aspects of the Volunteer role as appropriate; give notice of any change of arrangements as soon as possible; address any issues or queries and take appropriate action if necessary; and provide Volunteers with a post-event recognition certificate.

Volunteer/Group Leader does not wish to receive any marketing information he/she can indicate this on the registration form. Volunteers/Group Leaders are able to unsubscribe to these communications at any time.

#### 16. Limitation of liability:

16.1 Nothing in these terms shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

16.2 The Volunteer agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Volunteer.

16.3 The Organiser will not be liable for any pledges made by the Volunteer or on his or her behalf to any charity.

16.4 Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of the Event is the sole responsibility of the Volunteer.

#### 17. General:

17.1. The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.

17.2 Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

17.3 No waiver by either party of a breach or default or any amendment to these terms and conditions shall be affective unless in writing and signed by all parties.

17.4 These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

#### 18. Disclaimer:

18.1 The Volunteer accepts all conditions of registration set out herein or notified to him/her prior to the Event or displayed at the Event or any instruction given to him/her by the Organisers or officials of the race and the Volunteers acknowledges that the Organisers and officials of the Event shall (subject to condition 30 above) have no liability for any loss or damage he/she may suffer including consequential or indirect loss as a consequence of his/her volunteering in the Event (including but not limited to travelling to and from the Event and during the Event).

18.2 The Organiser accepts no liability for the state or condition of the surface upon which the Event is held, except as provided in condition 16.1, and the Volunteer should ensure that he/she is satisfied with the state and condition of the surface of the route before commencing the Event.

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