

Newcastle Stampede Terms & Conditions

1. Entry forms and fees

- a. All persons taking part in the Event (each a “Participant”) must be registered with Newcastle Racecourse via Eventbrite to take part in the Event.
- b. Each Participant must complete and submit an entry form (“Entry Form”) whether participating as an individual or in a team.
- c. Team entries must include the names and addresses of all team members as part of the registration process.
- d. Newcastle Racecourse is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer or internet transmissions or other errors or malfunctions of any kind which may prevent receipt by Newcastle racecourse of an Entry Form.
- e. All postal Entry Forms must arrive before the closing date for Event registration. Proof of postage must be obtained for postal entries and Newcastle Racecourse accepts no responsibility for lost, damages, illegible, delayed or mislaid Entry Forms.
- f. Entry to the Event is subject to the payment of the notified fee (and any applicable VAT) payable to Newcastle Racecourse via Eventbrite prior to participation in the Event (“Registration Fee”).

2. Age of participants

For safety reasons age restrictions are adopted for some Events and Participants who are under 18 (“Young Person”) may be required:

- a. to get the prior consent of their parent or guardian to participate in the Event; and/or
- b. to have an accompanying adult who is over the age of 18 on the date of the Event (“Accompanying Adult”).

Any age restrictions will be set out in the Event Information and/or on the Registration Form.

3. Accompanying adults at events

- a. An Accompanying Adult must be registered to participate in the Event as must any Young Person they are accompanying.
- b. Accompanying Adults shall take full responsibility for the Young Person(s) that they are accompanying and must stay with their Young Person(s) at all times during the Event.
- c. Unless otherwise agreed in advance by Newcastle Racecourse at its sole discretion, an Accompanying Adult may accompany no more than two Young People.

4. Health and fitness

- a. All Participants take part in the Event at their own risk.
- b. Participants who have any doubt about their health or have a medical condition that could be affected by exercise, particularly a heart condition, must obtain their doctor's approval before participating in any Event.
- c. Newcastle Racecourse shall not be under any obligation whatsoever to process, analyses or otherwise take any action on any medical information disclosed to it either during or after the registration process for an Event.
- d. All Participants agree that, as far as they are aware, they are sufficiently fit and physically able to compete in 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. It is each Participant's own responsibility to assess their fitness and to ensure that they participate only if sufficiently fit. Should any medical or physical condition arise prior to the Event which is likely to affect a Participant's ability to compete in the Event, the Participant should withdraw from the Event.
- e. Newcastle Racecourse may prevent any Participant from taking part in the Event (either at the start of or during the Event) if Newcastle Racecourse or any medical representative considers that a Participant should not participate in the Event for health and/or medical reasons.

5. Safety and insurance

- a. Newcastle Racecourse shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. Newcastle Racecourse shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event.
- b. All Participants must ensure that any equipment or clothing used is in good condition and suitable for the Event.
- c. All Participants acknowledge and agree that due to the nature of the event it could be considered a dangerous activity. Whilst Newcastle Racecourse shall take steps to ensure that all Events take place in a safe manner, Participants acknowledge that Newcastle Racecourse cannot be held liable for any damage caused outside of its direct control.
- d. Newcastle Racecourse does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover:
 - i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
 - ii. Any loss or damage they may cause to a third party;
 - iii. Sickness; or
 - iv. Negligence of any party.
- e. Any accident or injury caused by a Participant's actions shall be the responsibility of that Participant.
- f. Each Participant is responsible for his/her actions whilst attending or participating in the Event. This includes at the Event start point, during the Event and at the completion point. Newcastle Racecourse accepts no responsibility for the actions of a Participant nor the consequences of such actions.

6. Liability

- a. Subject to paragraph 6(b), neither Newcastle Racecourse nor its agents or contractors shall be liable for:
- i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Event; or
 - ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Newcastle Racecourse for any reason; any changes made to the Event by Newcastle Racecourse for safety or any other reasons; or any circumstances beyond the control of Newcastle Racecourse.
- b. Nothing in these Terms and Conditions shall limit or exclude Newcastle Racecourse's liability in respect of death or personal injury sustained as a direct result of:
- i. the negligence, breach of statutory duty or fraudulent misrepresentation of Newcastle Racecourse, its agents or contractors; or
 - ii. a deliberate act or omission of Newcastle Racecourse, its agents or contractors.
- c. Subject to the terms of paragraph 8 below, Newcastle Racecourse shall not be liable for any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Newcastle Racecourse for any reason; any changes made to the Event by Newcastle Racecourse for safety reasons; or any circumstances beyond the control of Newcastle Racecourse.
- d. Nothing in these Terms and Conditions shall affect any statutory rights to which the Participant may be entitled as a consumer.

7. Withdrawal and refunds

All Registration Fees are non-refundable and may not be deferred toward a future Event.

8. Cancellation and changes to the Event

- a. In the event that Newcastle Racecourse is forced to cancel the Event for any reason, Newcastle Racecourse will notify each Participant as soon as possible.
- b. Newcastle Racecourse reserves the right to alter the Event Date, the start time or other details of the Event as required. If changes to the Event are made, Newcastle Racecourse shall update the Event Information on the Website and notify all Participants affected as soon as reasonably practicable. No refund in full or part shall be made in respect of any

change to the Event, subject to paragraph 8(c) below.

c. In the event of a change of the Event Date, Participants will have the right within 15 days of receiving notice of the change to:

- i. withdraw from the Event and request in writing a refund of their Registration Fee; or
- ii. transfer their registration to another individual who agrees to be bound by these Terms and Conditions.

9. Photos and publicity

a. Photographs and films will be taken throughout each Event by Newcastle Racecourse and/or its contractors and/or its agents. All Participants consent to all and any use in any current or future media by Newcastle Racecourse and/or its group companies of any photographs, images and/or films in which they feature, and the parents or guardians of any Young Person give consent in respect of their child(ren).

b. All Participants and the parents or guardians of any Young Person acknowledge and agree that no payment will be made to any Participant for the use of any photographs, images or films in which they may feature.

10. Data Protection

a. Each Participant agrees that information provided to Newcastle Racecourse in connection with the Event is true and accurate in all respects and may be used by Newcastle Racecourse in accordance with prevailing data protection legislation.

b. Newcastle Racecourse will use the information provided by Participants to manage the Event and the Participant's involvement in it. Newcastle Racecourse will keep the Participant up to date with Newcastle Racecourse's activities or provide any other information in accordance with their stated preferences.

c. Each Participant will agree to provide emergency contact information when registering for an Event, in addition to writing this information on their paper Participant Number where supplied.

d. Newcastle Racecourse reserve the right to pass all information provided by a Participant to any first aid organisation or medical provider attending and assisting at an Event ("Medical Provider") for safety purposes. This is to enable the Medical Provider to:

i. administer first aid in the event that a Participant suffers illness or injury during the Event; and

ii. to contact the friends or relatives of a Participant, where necessary.

e. Each Participant authorises any Medical Provider to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event.

f. Each Participant agrees that any Medical Provider may provide Newcastle Racecourse with:

- i. the names of any Participant that they treat during the Event together with details of the circumstances surrounding that treatment; and
- ii. the name of any Participant who notifies the Medical Provider that they are withdrawing from an Event due to ill health or otherwise.

11. During the Event

a. All Participants must abide by all rules relating to the Event set out in the Event Information and any instructions given by Newcastle Racecourse, their employees or agents before, during and after the Event. Failure to follow any such rules or instructions may result in Newcastle Racecourse refusing to allow the Participant to continue in the Event. Participants must retire at once from the Event if ordered to do so for any reason by Newcastle Racecourse, their employees or agents, any member of the Event's official staff, medical staff or any government authority.

b. No illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by Participants either before or during participation in the Event. Newcastle Racecourse reserve the right to refuse attendance at, or participation in, the Event by any Participant found to have consumed or to have in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.

12. Acceptance of these Terms and Conditions

a. By registering to participate in the Event, a Participant agrees to be bound by these Terms and Conditions.

b. If any provisions in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

c. Newcastle Racecourse may vary these Terms and Conditions from time to time and the up to date terms shall be available on the Website.

d. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with English law. The English courts have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.