MUD AND SWEAT MUD RUN – CONDITIONS OF ENTRY

1. DEFINITIONS
“Company” means Way Ahead (Mud and Sweat). “Conditions of Entry” means these terms and conditions of entry for the Event. “Entry Form” means the entry form filled in online or the entry form that appears on the Mud and Sweat website. “Event” means an official competition organised and staged by Mud and Sweat and/or its authorised agents. “Fees” means the total entry price for each participant as set out on either the entry form, online registration or the Mud and Sweat website. “Participant” means an individual who is a competitor in the Event. “Participants Medical Waiver and Consent Form” means the same named form or the online registration.

2. PARTICIPATION AND PARTICIPANTS OBLIGATIONS
2.1 The Participant agrees to abide by the Mud and Sweat Rules as set out on The M&S website and hereby confirms that he or she has read and fully understands the same.
2.2 A Participant shall not be entitled to a refund of the Fees or any part thereof or any other form of compensation of any kind if he or she is disqualified from an Event by Mud and Sweat as a result of any infringement of the Mud and Sweat Rules.
2.3 The Participant acknowledges that participation in an Event will be physically strenuous and mentally demanding for all Participants and shall ensure that he or she is both physically and mentally capable of competing in such an Event and will sign the Participant’s Medical Waiver and Consent Form at the Event.
2.4 Only those Participants who have signed and delivered to Mud and Sweat the Participant's Medical Waiver and Consent Form will be allowed to take part in the Event.
2.5 The Participant acknowledges that personal accident insurance in relation to the Participant's person or property is the responsibility of the individual Participant.
2.6 The Participant agrees that he or she must wear at all times during the Event, the event number and timing chip supplied by Mud and Sweat.
2.7 After the race all timing chips have to be returned to Mud and Sweat’s timing chip collection point. If Participants fail to return their timing chip or break their timing chip then a fee of £30 (Thirty Pounds Sterling) will be payable by the Participant to Mud and Sweat and the Participant agrees that this fee will be invoiced to the Participant by Mud and Sweat and/or its agents immediately after the Event.
2.8 The event number must be kept clearly visible at all times and the event number and/or timing chip must not be altered in any way before/during and/or after the Event. Failure to comply with these requirements will result in an instant disqualification from the Event. The Participant is also not allowed to affix any other branding materials in any shape or form to his race number or race clothing however temporary.

3. BOOKINGS AND PAYMENTS
3.1 Participants shall not be eligible to compete in an Event until full payment of the Fees has been received. Payment must be made online by all Participants except for those entering on the day of the Event itself, who shall be required to pay in cash, should there be capacity for them to take part. No payment shall be deemed to have been received until Mud and Sweat has received it in full in cleared funds.
3.2 A photographic form of identification must be shown by the participant to Mud and Sweat and /or its employees and/or agents at the Event in order to prove that a Participant is eligible for any discount codes that may have been applied to the Participant’s Fees during the event payment process. If an acceptable form of identification is not produced on demand the Participant will be liable to pay the difference between the discounted Fees paid and the full level of the Fees payable for entry into the Event plus an administration charge of £5.00. The Participant shall not be eligible to compete in the Event until all such sums have been paid in full to Mud and Sweat.

4. WITHDRAWALS AND CANCELLATIONS
4.1 The Participant may withdraw from an Event at any time, however the Participant must pay 100% of the Fees due and Mud and Sweat shall not be liable to refund any of the Fees paid other than as provided for in clause 4.3.
4.2 Notice of withdrawal must be sent to Mud and Sweat by email to events@mudandsweat.com. Withdrawals will not be accepted by telephone.
4.3 Mud and Sweat reserves the right to change the Event format, date, time and to cancel the Event if unforeseen circumstances arise. If an Event is cancelled by Mud and Sweat, a full refund of the Fees paid will be made to the Participants.

5. ORGANISERS’ LIABILITY
5.1 The aggregate liability of Mud and Sweat in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by any Participant which arises out of or in connection with these Conditions of Entry and/or the Event, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the Fees actually paid by the Participant to Mud and Sweat pursuant to these Conditions of Entry.
5.2 Mud and Sweat, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
5.2.1 Any loss or damage of personal equipment belonging to the Participant;
5.2.2 Any economic losses (including, without limitation, loss of revenues, profit, contracts, business or anticipated savings);
5.2.3 Any loss of goodwill or reputation; or
5.2.4 Any indirect or consequential losses.
In any case whether or not any of the foregoing was within the contemplation of the parties at the date the Participant submitted the Entry Form and/or were suffered or incurred by a Participant arising out of a Participant taking part in the Event or any other matter arising under these Conditions of Entry.
5.3 Nothing in these Conditions of Entry shall exclude or limit the liability of Mud and Sweat:
5.3.1 For death or personal injury caused by Mud and Sweat 's negligence;
5.3.2 For fraud or fraudulent misrepresentation; or
5.3.3 For any matter which it would be illegal for Mud and Sweat to exclude or attempt to exclude its liability.
6. PUBLICITY AND RESULTS
6.1 All Participants must sign and return the Participant's Medical Waiver and Consent Form consenting to being photographed, filmed, or recorded by Mud and Sweat (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings otherwise they will not be permitted to take part in the Event.
6.2 Mud and Sweat undertakes to make all Events results available to the Participants.
6.3 All decisions and rulings by the independent arbiter at Mud and Sweat relating to the Event are considered final.
7. DATA USE
7.1 Mud and Sweat will treat all personal information supplied by a Participant as confidential and it will be stored securely in accordance with Data Protection legislation. Mud and Sweat will only use a Participant's personal information for the purposes agreed by the Participant as a necessary part of the Participant's booking in the Entry Form or the Medical Waiver and Consent Form. Mud and Sweat will not sell, supply or otherwise distribute a Participants personal information to any third party unless Mud and Sweat is required to do so by law or for the purposes of a police investigation or in the interests of your safety e.g. informing emergency personnel of medical conditions in order to render emergency assistance. Mud and Sweat may use your contact details to inform you of events in the future or for newsletters.
8. CLAIMS AND COMPLAINTS
8.1 Save as set out at 5.3 above:
No Participant shall bring a claim against Mud and Sweat arising out of or in connection with an Event and shall indemnify Mud and Sweat for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which Mud and Sweat may suffer or incur as a result of any such claim and/or the threat thereof.
8.2 Should any Participant have a complaint regarding Mud and Sweat and/or the Event and/or the conduct of any of Mud and Sweat's employees then Mud and Sweat will endeavour to investigate that complaint. All complaints should be brought to Mud and Sweat's attention immediately so that Mud and Sweat has an opportunity where possible to rectify the situation and should then be followed up in writing within 7 days of the complaint arising.
9. GENERAL
9.1 These Conditions of Entry 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. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) he or she does 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 (whether party to this Agreement or not) other than as expressly set out in these Conditions of Entry.
9.2 Mud and Sweat shall not be liable to any Participant for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the Event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and adverse weather conditions.
9.3 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
9.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.
9.5 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.
9.6 To the extent permitted by law all provisions of these Conditions of Entry shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.
9.7 These Conditions of Entry shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.