

the saddleback SODBURY SPORTIVE



Terms & Conditions of Entry

All participants in the Saddleback Sodbury Sportive agree to the following terms and conditions:

1. This event is not a race or trial of speed, but a personal challenge and as such there will be no list published which sorts riders either in finishing time or finishing order. An alphabetical list of finishers and times will be published.
2. **The wearing of Hard Shell Style Helmets conforming to CE standards EN 1078 is mandatory for all riders.** Riders will not be allowed to start without a helmet, Riders who discard it while riding during the event will be withdrawn.
3. Participants are responsible for the roadworthiness, safe working order and suitability for the event of their own cycle. If the event is to be held in poor or little light, then front and rear lights must be used and must have adequate battery life for the duration of the event.
4. (a) The event takes place on public roads and participants must abide by the Highway Code at all times.
(b) If riding in a group never ride more than 2 abreast. On narrow lanes ride in single file.
(c) You must not use earphones or mobile phones while riding. You must stop in a safe place if you need to make or receive a call.
5. Triathlon handlebars or other bar extensions **should not be used** in this event for safety reasons.
6. No accompanying vehicles are allowed to follow riders. Any participant failing to observe this regulation will be withdrawn from the event.
7. All participants under the age of eighteen must have had a consent form completed by their parent or guardian. A parent or guardian must accompany riders under the age of sixteen throughout the ride.
8. Riders participate in this event entirely at their own risk, must rely on their own ability in dealing with all hazards, and must ride in a manner which is safe to themselves and others.
9. Participants agree that no liability whatsoever shall attach to the promoter, promoting club or organisation, event sponsors, or any event official or volunteer of the promoting club or organisation in respect of any injury, loss or damage suffered by the participant in or by reason of the event, unless such injury, loss or damage is caused by the negligence of the aforementioned.
10. Except in the limited circumstances in Condition 21 no refund of the entry fee can be made within one month of the event.
11. The organisers or their agent will maintain a registration database for all entrants and their chosen emergency contact. Information will be collected, stored and processed in accordance with the Data Protection Act 2018.
12. It is the responsibility of all participants to make sure they train appropriately and have the fitness level to be able to complete their chosen route within the designated time.
13. Participants must ensure their personal health is suitable for participating in the event and if in any doubt they should consult their doctor.
14. Participants are responsible for riding and behaving safely and with due respect for other road users and the other cyclists taking part in the event and for horses and pedestrians (slow down and pass with care) and bystanders.
15. Participants must comply with the instructions of the organisers and course officials.

16. If circumstances dictate, or in the interest of safety, the organisers reserve the right to make changes to the published event route. The organisers will endeavour to avoid unreasonable changes which would substantially detract from the sportive experience but the choice of such changes is entirely in the discretion of the organisers.
17. The organisers may in their discretion disqualify a participant from the event if they consider the participant has failed to observe the Event Conditions. Participants disqualified must surrender their rider number to an event official and take no further part in the event. No refund of the entry fee will be made in such circumstances.
18. Participants who are passed by the broom wagon will be judged to be riding too slowly to reach food stations, marshal points or the finish before they are closed. They will be required to withdraw from the event and surrender their rider number. Sometimes a lift to the finish will be available but cannot be guaranteed. If they elect to continue riding they will be unsupported. The entry fee will not be refunded in such circumstances.
19. Participants have a duty to report to an event official as soon as practicable, anything that they see or hear which they reasonably believe may impact on the safety or welfare of themselves or others.
20. Where entrants are unable to participate, then subject to the conditions below they may apply to transfer their place to another rider. Substitute riders will only be permitted to participate in the event if they have submitted all their details and have obtained written agreement from the organisers who have an absolute discretion whether they permit substitution. Only entrants registered by the organisers are entitled to participate in the event. Responsibility to find a substitute applicant for their place remains with the original entrant.
21. The organisers may cancel or postpone the event or delay the start due to circumstances beyond their control.
 - (a) Extreme or unusual weather conditions are unlikely to lead to cancellation or postponement of the event.
 - (b) If it is practicable to reschedule the date each entrant will be notified by email of the new date and each participant's entry will be automatically moved to the rescheduled event. If an entrant cannot make the rescheduled date and notifies the organisers in writing or by email within 3 days of receiving notification of the date of the postponed event such entrant will be reimbursed with his or her entry fee less a £5.00 admin cost.
 - (c) If there is no rescheduled event and cancellation takes place before the event starts entrants will be reimbursed with their entry fees less a £5.00 admin cost.
 - (d) Entrants will not be entitled to any other claim or payment for consequential or other loss or damage whether cancellation postponement or delay are before the event starts or not.
 - (e) No reimbursement of entry fees will be made where cancellation or postponement or temporary delay or suspension take place after the start of the event.
22. Participants are fully responsible for all fees or costs arising from an accident which the participant has wholly or partly caused.
23.
 - (a) Route markers will be used to identify the route to be taken. However it is the responsibility of each participant to take the correct course. The marking of the route does not necessarily indicate that the road is rideable and participants must make their own decisions about whether to proceed on bike, foot or not at all.
 - (b) During the event there will be warning signs at appropriate points on the roads. Absence of these signs does not signal there are no dangers approaching and it is the individual participant's responsibility to decide how to ride and whether to ride a section or not.
 - (c) The function of marshals on public roads is only to indicate direction and riders must decide whether a movement is safe. Marshals cannot hold up other traffic and you must rely on your own judgment whether the road is clear.
24.
 - (a) Participants must carry a suitable bicycle repair kit (including spare inner tubes and a pump) to maintain the serviceability of their bike in the event of punctures or other minor mechanical failures. Mechanical support at the event is for emergency only.
 - (b) All riders must carry a form of identification showing their name and address and contact details of person to be advised in the event of an accident.
 - (c) Participants are responsible for their own nutritional requirements throughout the event. You are advised to carry enough food, drink, money, mobile phone, as well as extra clothing to complete the ride being undertaken, taking into account the route and possible adverse weather conditions.
25. The organiser has the option to take entries on the day as well as in advance providing the maximum entry has not been reached. If entries are accepted on the day for this event the price will be increased over the advance entry fee by £5.
26. Entrants give permission for the organisers, event sponsors, and their agents to use photographs, video tapes, motion pictures, website images, recordings, or any other record of the event. Such articles may be used on websites, media publications, advertising, promotional information, or other publicly accessible sources.

27. (a) This agreement constitutes the whole agreement between the parties and any prior agreements, oral or written, are excluded.
- (b) Any failure by any party to enforce or to exercise at any time any term or any right under this agreement shall not be deemed to be a waiver of that term or right and shall not affect that party's right to enforce or exercise it later.
- (c) If any term or part of a term of this agreement is found to be illegal or unenforceable or partly so it (or the illegal or unenforceable part) shall be deemed to be severed and omitted from the agreement and shall not affect the validity of the remainder of the agreement or term as the case may be.
- (d) Nothing in this agreement confers any right on third parties to enforce the provisions of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- (e) The laws of England & Wales shall govern this agreement.