

## York Canoe Race - Terms and Conditions 2025

"The Organiser" - York Canoe Race Committee on behalf of British Canoeing Yorkshire and Humberside's Regional Development Team.

"The Event" - York Canoe Race

"The Participant" - An individual who wishes to participate in and has entered or been entered in The Event.

"The Applicant" - An individual who applies for entry into the Event, whether as an individual or on behalf of others. Where applying on behalf of others the Applicant must have the permission of all of those on whose behalf they are entering, including permission from Parents or Guardians where appropriate.

### 1. Conditions of Participation

All Applicants and persons intending to participate in the Event should be given the opportunity to read these Terms and Conditions. Participation in the Event requires agreement to these terms and conditions. By applying for registration in the event, you and all of those on whose behalf you have applied are deemed to accept these terms and conditions. If, having read these terms and conditions you do not feel able to accept them, please do not enter the event and speak to the Organisers prior to the entry.

### 2. Completion of Entry process

It is the Applicant's responsibility to provide accurate and truthful information when completing the entry process for all of the people on whose behalf they complete the entry process. Any errors in data entered are deemed to be the responsibility of the Applicant and the Participant. It is imperative that both the Applicant and the Participant check all details.

If at any point the organiser discovers that the Applicant or Participant has provided false or inaccurate information, or that the information provided means that the Participant is ineligible to participate in the Event, the Organiser reserves the right to refuse entry to the Event or disqualify the Participant and where applicable the Applicant, without any refund of the entry fee or administration fee.

### 3. Payment

Each Applicant is required to pay the entry fee, in full, for all of those on whose behalf they are completing the entry process, along with any administration fees which may apply, at the time of entry.

Once payment is received and entry is confirmed, the fee is non-refundable other than as set out in section 5 below.

### 4. Confirmation of entry

Entry to the event is confirmed by email to the email address provided by the Applicant, only upon completion of the entry process.

### 5. Cancellation & Refund Policy

Refunds will only be given in accordance with this section, or at the Event Organiser's discretion. The event will go ahead rain or shine. If the Organisers cancel the Event, for example: because the river is dangerously high; or due to the event venue becoming waterlogged and unusable, registered participants will receive a full refund.

No refunds will be issued for no-shows.

### 6. Transfer & swapping of entries

Participants are not allowed to transfer or swap their entry to another person, unless done by prior arrangement with the Event organisers. Entries cannot be deferred to future editions of the Event. To ensure that the Event and all of the Participants and helpers are adequately insured it is essential that the Event accurately records details of all Participants. Transferring or swapping of entries, without prior approval, will invalidate the Participants insurance. Any Participant found to have swapped their entry without prior arrangement will be disqualified from the event.

### 7. Race information

The race information is published on the Event website. It is the Participant's responsibility to read, understand and abide by the race information. The Organiser reserves the right to alter the race information at any time prior to the Event without notice.

### 8. Registration

Details of the registration process are contained within the race information. It is the responsibility of the Participant to attend registration during the published times. Participants are required to attend registration to collect their race numbers, confirm details of an "Emergency Contact" and acknowledge that they accept the Terms and Conditions of the Event. If you do not register for the Event you will not be entitled to compete.

### 9. Photography

The Organiser has the right to use images, photographs and video taken during the course of the Event (including within the Event site) without informing the Participant. These images will only be used for the purposes of promoting, reporting and broadcasting the event, and any other promotion related to the business activities of the Organiser. If you have any objection to your image being used in this manner please speak to the Organisers.

### 10. Liability

Water based activities are inherently dangerous, with a risk of personal injury or death attached. Participants in the Event, should be aware of and accept these risks and be responsible for their own actions and involvement. By accepting these Terms and Conditions you are confirming that you are aware of this and accept the risks associated with this activity.

Please note that we cannot accept responsibility for any personal injury or death. However, nothing in these Terms and Conditions shall affect the statutory rights of any Participant or exclude or restrict any liability for death or personal injury, arising from the negligence of York Canoe Race Committee and/or British Canoeing.

By agreeing to these Terms and Conditions you accept that neither the York Canoe Race Association Committee or British Canoeing have any responsibility whatsoever for loss or damage to your personal belongings. Insurance provided for the Event is, as set out by British Canoeing for British Canoeing "on the water" members, affiliated club members and those Participants who have purchased "day membership" for the Event. For those Participants who have provided evidence of their own independent insurance provision, insurance has not been arranged through British Canoeing and any claim should be made through your alternative insurance provider. The Organiser will not be liable for any computer result errors or any technical malfunctions. The Organiser will not be liable for any actions of any spectators or other third parties.

### 11. Medical Conditions & Information

All Participants are required to provide emergency contact details as part of the entry and registration process, and to disclose any known medical conditions to the Organiser, which may affect their participation in the event. The Organiser reserves the right to refuse entry and not to provide a refund, if a Participant fails to provide this information or the information provided is shown to be false.

It is the Participant's responsibility to ensure they have the right level of physical ability to complete the Event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice.

### 12. Collection & use of data

The Participant agrees and consents to The Organiser using his/her personal details provided in his/ her Entry and/or Registration Form or otherwise provided as follows:

Event administration

(a) The Organiser requires a record of each Participant's registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.

(b) The Organiser will use the Participant's contact data, submitted on the Online Registration Form or otherwise, to send the Participant information by e-mail and/or SMS relating to the Event, other events and any further categories of news and promotional information as the Participant may have requested on the Online Registration Form.

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(c) The Organiser will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted within a reasonable time following the completion of the Event unless the participant agrees that the Organiser may use such information in relation to future events organised by the Organiser which are staged within a reasonable timeframe thereafter.

(d) The publication of the official start lists and results of the Event, and their inclusion in the York Canoe Race website and within datasets created for other reasonable statistical and Event management purposes

(e) The Organisers may use your data for the purpose of reviewing the current event and developing the Event in the future.

### 13. Health commitment statement

Your health is your responsibility. The Organiser is dedicated to helping you take every opportunity to enjoy your participation in the Event, safely. With this in mind, the Organisers have carefully considered what we can reasonably expect of each other.

Our commitment to you:

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure the Event is organised to accepted safe operational standards for you to enjoy.

We will take all reasonable steps to ensure that first aid is available at the Event to an appropriate standard.

If you tell us you have a disability which puts you at a substantial disadvantage in accessing our Event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to the Organisers:

You are required to wear a buoyancy aid during the Event and when accessing and egressing the water.

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, you should seek advice from a relevant medical professional, before you enter the Event and follow that advice. It is the decision of the Participant, not the Organiser, to determine whether the Participant is fit enough to participate in the Event. If the Participant is in any doubt, they should seek medical advice. It is up to the Participant where to seek that medical advice.

The Participant should let the Organiser know immediately if they feel unwell whilst participating in the Event. In the event of medical necessity Event staff will aim to supply first aid. The Participant should seek professional medical treatment if required. If through injury or incapacitation the Participant is unable to personally seek medical treatment the Organiser will seek access to professional medical treatment on the Participant's behalf.

If the Participant has a disability, they must follow any reasonable instructions to allow them to complete the Event safely.

This Health Commitment Statement sets the standards that the Organiser and the Participant can reasonably expect from each other in regard to the health of the participant.

### 15. Right to terminate

The Organisers reserve the right to terminate an entry, in the event of unreasonable conduct, including conduct which is likely to cause distress, damage or danger to any participant, employee (including all those volunteering in any capacity in the Event) or any third party. This includes a failure to disclose any serious medical condition or disability. Should any of the above occur, the cancellation policy applies.

### DETAILS

Event Date: 21 June 2025

Entry Closing Date: To be announced

Entry Limit: 89 (amendable at the Organisers discretion).

### EVENT LOCATION

Event centre : Butcher Terrace field, by Millenium Bridge, York (closest post code YO23 1LS).