

IMPORTANT NOTICE

This Agreement is made between (1) **Gordons LLP and Sportive HQ Limited (the "Organisers")** and (2) the individual whose name, address and contact details are specified in the individual's application for this event (referred to as "you" and "the Rider")

By entering The Wharfedale Ton, you confirm that you have read and understand the following terms and conditions (the "Rules") which apply to your participation in The Wharfedale Ton (the "Event"). The Event is an unsupported, social and non-competitive cycling event organised by the Organisers. You agree that your participation in the Event is at your own risk and that you take full responsibility for your own safety and actions during the event. Other than in the case of negligence or wilful default and subject to any applicable laws, neither the Organisers nor any of their employees, partners, members or agents shall have any liability to you for any loss or damage arising out of your participation in the Event.

The Rider hereby agrees to enter and participate in the Event upon and subject to the Terms of Entry and the Event Rules. For the avoidance of doubt, the Rider shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Organisers (including any decision to prevent the Rider's further participation in the Event.) Such decisions shall be binding on the Rider, who acknowledges that they shall not have the power to revoke or alter any such decisions.

The Event is a charity bike ride designed to raise money for good causes. It is definitely not a race. There are no prizes, race numbers, timing chips or fixed start and finish times. Please take all normal precautions when riding a bike on open roads and adhere to the Highway Code at all times.

You must present identification at registration which shows the name you used to register with RiderHQ. Failure to do so may result in you being prevented from taking part in the Event.

The route is intended to be physically challenging but accessible to those with a reasonable level of fitness and the right attitude. You need to be comfortable on the day that you have the requisite level of fitness and no medical impediments that would prevent you from riding a bike for more than six hours to complete the challenge. Upon signing the registration form, you agree that you are physically and mentally capable of riding the Event distance and should you choose to participate in the Event you do so at your own risk.

You will be given a map of the course at the start. The course is entirely on open, public roads and for that reason you must have regard to the normal, everyday hazards which come up riding on such roads. The course will be checked the previous day and major turn points will be marked. However, the Organisers cannot guarantee that all turns will be marked (or that someone will not have removed signs) so please study the map and refer to it as much as you need to. It is your responsibility to ride according to the conditions on the day. The Organisers reserve the right to vary the course from that advertised should it be deemed necessary for reasons of rider safety or due to circumstances beyond their control.

The Event is unsupported and you are expected to be able to carry out roadside repairs if you have a problem. If you have a mechanical problem that cannot be repaired the Organisers will endeavour (but will not be obliged) to find a way of transporting you and your bike back to the start. It is your responsibility to ensure that your bike is in good mechanical order. Hybrids and mountain bikes are permitted but, bearing in mind the Event distance, the Organisers recommend that you use a road bike or a hybrid/mountain bike with road tyres.

You should ensure that you wear appropriate clothing and footwear for the Event. You must also wear a bike-specific helmet. If you feel strongly that you do not need to wear one, please do not take part.

The Event is aimed at the local and business community and therefore at persons aged 18 and over. Consequently the registration form must be completed by a person aged 18 years or over. Evidence of age may be requested by the Organisers. Participants under the age of 18 years will

be only allowed to participate in the Event with the consent of the Organisers and of their parent or legal guardian who must sign the Event registration form on behalf of the underage rider. Signing is also an acceptance for the actions and consequences of the underage rider.

It is your responsibility to make your way to the finish point if you complete the Event. The Organisers will not check who returns to the finish point but if you decide to abandon the Event it would help if you notified the Organisers on the contact number(s) given at the start.

Other than nominal charges associated with the use of RiderHQ and PayPal payment processing, your entry fee is for the benefit of the charities selected by the Organisers. For that reason, if you withdraw due to illness, work commitments or any other reason whatsoever you agree that you are not entitled to a refund. Your entry fee is non-transferable.

Similarly, you will not be entitled to a refund in the unlikely case of the Event being cancelled due to adverse weather conditions, unforeseen circumstances or those beyond the control of the Organisers.

You should take out insurance that covers you in the event of illness, accident and liability to third parties. The Organisers strongly recommend that you do not take part unless you have appropriate cover in place. Payment of your entry fee to the Event does not include any insurance protection for accident, sickness or negligence of any individual participant. Any accident or injury caused by you will be your full responsibility.

Acknowledgement of risk: Without prejudice to the generality of the foregoing:

- The Rider recognises and acknowledges that participating in the Event is a potentially dangerous activity. Additionally, the Rider is fully aware and acknowledges that all cycling and accordingly participation in the Event involve serious risk of harm, including, but not limited to, risks of accident, serious bodily injury, including death, broken bones, head injuries, trauma, pain, fatigue, dehydration and suffering and property damage. The Rider additionally acknowledges and accepts full responsibility for checking and maintaining all equipment in their possession for the duration of the Event to ensure its safe use (including by way of example, wheels, brakes, tyres and cycle helmet).
- In recognition of these facts, and for the consideration set out in this Agreement, the Rider elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Rider will participate in the Event in accordance with this Agreement entirely at their own risk.
- Save in the event of any negligent or willful act or omission on the part of the person or entity concerned, none of the Organisers, any Official or any of their respective officers, agents or employees, shall be liable to any Rider for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by the Rider whether arising from participation in the Event or otherwise.
- Under no circumstances shall the Event Organisers be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Rider including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- Except where expressly provided in this Agreement, the Rider undertakes to the Organisers to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or willful act or omission of the Rider during the Event, whether arising from participation in the Event or otherwise.
- The Rider undertakes and agrees that they will irrevocably indemnify and hold the Organisers harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Rider's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Rider, respective officers, employers, agents or sub-contractors.

- Notwithstanding the foregoing the Rider shall take out death, accident and health insurance for himself. A copy of such insurance policies shall be provided to the Organisers at any time upon request.

- The Organisers accept no liability for the condition of the highways. It is the Rider's responsibility to ride in a sensible manner appropriate for the road surface.

You agree that the Organisers (or someone on their behalf) may take video clips and /or photographs of you at the Event and that such video clips and/or photographs may be used in any form and in any media for publicity or promotional purposes.

These Rules will be governed by English law and the Courts of England shall have exclusive jurisdiction to hear any dispute arising under them.