



**GYM for  
HEROES**  
Heroes helping each other



## **GYM FOR HEROES 2011 TERMS AND CONDITIONS OF ENTRY**

IMPORTANT - These terms and conditions ("Conditions") govern entry in the Gym for Heroes to be held on 9<sup>th</sup> – 22<sup>nd</sup> July 2011 (the "Event"). You should read them carefully prior to registering for the Event. You should only register and enter the event if you have read, understood and agreed with these Conditions. These Conditions represent a legally binding agreement between you and Gym for Heroes, (referred to in these Conditions as "we", "us", "our"). The Event can be held in any gym or health club.

You should also read our Privacy Policy

[www.gymforheroes.co.uk/privacy.html](http://www.gymforheroes.co.uk/privacy.html) this is a separate set of terms and conditions that sets out how we intend to use the personal details that you supply to us. By accepting these Conditions you also accept our Privacy Policy.

We have written these Conditions in what we hope you will find to be simple English. If there is any part of them that you do not understand you should call our Customer Services team. Their contact details are set out below. They will answer any queries or complaints that you may have either about these Conditions or any other aspect of the Event. For competitors under 18 years of age, a parent/guardian must read and sign a copy of these Conditions agreeing to these Conditions on your behalf, and you must also bring a hard copy signed by your parent/guardian to registration at the Event.

### **1. Who Are We?**

The Event is organised by Gym for Heroes. If you have any complaint or issue relating to these Conditions or the Event you should contact the Gym for Heroes Customer Services team as set out below:

[enquiries@gymforheroes.co.uk](mailto:enquiries@gymforheroes.co.uk)  
<http://www.gymforheroes.co.uk>





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Customer Services Team Email: [enquiries@gymforheroes.co.uk](mailto:enquiries@gymforheroes.co.uk) - Gym for Heroes will endeavour to respond to general email messages within 5 working days. If you have an email complaint Gym for Heroes will endeavour to respond as soon as practical and in any event within 2 days of receipt.

## 2. Conditions of Entry

You certify that you are 18 years of age or older or you are the parent/legal guardian of a child under the age of 18 and have read these Conditions and accept the terms and conditions it contains.

You agree and acknowledge that you are aware that a endurance event involves the real risk of serious injury or even death from various causes including exertion, strenuous activity, equipment failure, dehydration and other causes. You understand you should not enter or participate in the Event unless you have trained appropriately and had any health concerns checked by a medical practitioner.

You acknowledge that participation in the Event will be physically demanding and you are aware of the nature of the Event and the associated medical and physical risks involved. You accept you are physically capable of competing in the Event and agree that (subject to the Limitation of Liability paragraph below) Gym for Heroes, its officers, employees, agents, affiliates, sponsors or medical advisers are not responsible for any injury or illness that you may suffer as a result of your participation in the Event.

You will inform your Event location of any illness from which you might suffer that might affect your performance or be relevant if medical treatment is needed. You agree to abide by all rules and directions we issue with respect to the Event.

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You acknowledge that by reason of circumstance beyond our control, it may become necessary to change the format of the event, and if that occurs, you consent to the changes and you agree that each and every one of the conditions set out herein shall apply to the changed event.

By agreeing to these Conditions and entering the Event, you indicate that you have the understanding and capacity to communicate health care directives for yourself and that you are fully informed and understand the full import of this grant of powers to our Event staff.

You further acknowledge and understand that compulsory insurance affected for the Event may not cover you for any or all injury, loss or damage sustained by you. You are strongly advised to obtain personal accident and personal items coverage, adequate for the Event.

### 3. Bookings and Payment

You must complete the Entry Form online and submit it along with the payment details requested on our website. Please note that the booking fee is an administrative charge for your Gym Pack.

You will not be eligible to compete in the Event until full payment of the Fee has been received. No payment shall be deemed to have been received until we have received cleared funds.

### 4. Rules and Regulations

You agree to abide by rules laid down on the website.

You must coordinate with your Event location timings for use of all equipments.

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## 5. Withdrawal, Cancellations or Alterations

You may withdraw from the Event at any time however no refunds will be made.

## 6. Limitation of Liability

Nothing in these terms and conditions removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which cannot be limited or excluded by the law.

Otherwise, we will not be liable to you for: (i) any loss or damage of personal equipment belonging to you; or (ii) any indirect or consequential losses (in any case whether or not such losses were within the contemplation of the parties at the date you submitted the Entry Form) suffered or incurred by you arising out of taking part in the Event or any other matter arising under these Conditions.

Limitation of Liability. Except as otherwise provided by any applicable laws, our maximum liability to you for any claim in contract, tort, or in any other cause of action arising in connection with the Event shall not exceed the Fee paid.

## 7. Publicity and Results

You: (i) irrevocably consent to your appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and (ii) irrevocably consent to the use and reproduction of your name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the

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exploitation of the Event and/or the promotion of the Event and the commercial rights relating to the Event provided that such use does not imply direct endorsement by you of any official sponsor or supplier of the Event. You further hereby waive any moral rights you may have in respect of the same.

We reserve the right to vary these Conditions by giving notice to you in writing in any official Event material or correspondence prior to the Event.

We will do our utmost to provide an Event finish time for you however we cannot be held responsible for any computer result anomalies.

All decisions and rulings by us, our employees and our agents shall be binding and final.

## 8. General

These Conditions (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. You acknowledge and agree that by submitting the Entry Form (and the documents referred to in it) you shall 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.

If any provision of these Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Conditions, shall be enforced to the fullest extent allowed by law as to effect

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the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

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.

No amendment of these Conditions shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

#### 9. The legal position of these terms and conditions

These terms and conditions form a legally binding agreement between you and us.

These terms and conditions shall be governed by English law unless you live in Scotland in which case Scottish law shall govern, and are subject to the exclusive jurisdiction of the courts of England, Wales, Scotland and Northern Ireland.

These terms and conditions were last updated on 31 January 2011.

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