

# Renewable Energy Triathlon Challenge 2010

“Where Wind, Wave and Tidal meet Blood, Sweat and Gears”



## APPLICATION FORM

PLEASE RETURN TO:

The Koru Foundation, 44 Grand Parade, Brighton, East Sussex, BN2 9QA

Tel: 01273 606685

Email: [triathlon@korufoundation.org](mailto:triathlon@korufoundation.org)

PERSONAL DETAILS (PLEASE USE BLOCK CAPITALS)

FIRST NAME:

SURNAME:  BTA NUMBER:

DATE OF BIRTH:  /  /  SEX: MALE:  FEMALE:

OCCUPATION:

ADDRESS:

POSTCODE:  NATIONALITY:

TEL. HOME:  MOBILE:   
(London Triathlon will text your result to you on race day)

E-MAIL:

IF YOU ARE A MEMBER OF A TRIATHLON CLUB PLEASE STATE WHICH ONE \_\_\_\_\_

IS THIS YOUR FIRST TRIATHLON? YES  NO

I would like to register for:

Individual Sprint Distance

Employer (if applicable) .....

T-Shirt size: S  M  L  XL

I would like to waive the registration fee for the Renewable Energy London Triathlon and instead will commit to raising a minimum of £600 in sponsorship for the Koru Foundation to take part as an individual.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Definitions

"Conditions" means these terms and conditions of entry for the Event.

"Entry Form" means the website pages which require details to be provided for participation in the event.

"Event Organiser" means The London Triathlon Ltd, a company registered in England & Wales with company registration number 04112585.

"Athlete" means the person who will be participating in the Event named on the Entry Form.

## 1. Participation

1.1 The Participant acknowledges that participation in the Event is physically strenuous activity. It is acknowledged that participation in The London Triathlon will be physically demanding and I am aware of the nature of the Event and associated medical and physical risks involved. I am physically capable of competing in the Event and agree that I am solely responsible for my actions and The London Triathlon Limited, its officers, employees, agents, affiliates, sponsors or medical advisers are not responsible for any injury or illness that I may suffer as a result of my participation in the Event.

1.2 The Participant agrees to abide by all British Triathlon Federation ("BTF") Competition and Doping rules, including rules and regulations of the International Triathlon Union ("ITU"). The Participant shall not be entitled to a refund of the Fees if he or she is disqualified from the Event as a result of an infringement of these Conditions or the BTF Competition and Doping rules, including rules and regulations of the ITU. Such event rules including limits on the time taken to complete section of the Event that may be initiated by the Event Organiser at its discretion to ensure the safe and proper running of the event. These rules and regulations may be obtained from [www.britishtriathlon.org](http://www.britishtriathlon.org).

1.3 The Participant must register and rack their bicycle between the times and on the day as instructed in the Event Information which will be issued by the Event Organiser before the Event.

1.4 It is the Participant's responsibility to provide a roadworthy bicycle and helmet which comply with BTF rules and regulations.

1.5 The race organiser may introduce cut off times as they see fit. These will be made clear prior to the race. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

1.6 Wetsuits are compulsory. It is the Participant's responsibility to provide a wetsuit which complies with BTF rules and regulations. Participants without a wetsuit will not be allowed to compete.

1.7 The Participant must produce identification, and BTF members must produce their BTF membership card at registration.

1.8 While the Event Organiser takes every care with the staging of the Event, the Participant acknowledges that personal accident and personal items insurance is his or her responsibility.

1.9 The minimum age of entry for Sprint and Olympic Distance races is 17 years old at 31st December 2010. Participants who are 15 years old on 31st December 2010 may race in the Youth Super Sprint distance event at the discretion of the organiser.

1.10 Team entries must provide confirmation of full details of all team members a minimum of 2 weeks prior to the race.

## 2. Bookings and Payments

2.1 The Participant shall complete the Entry Form above and submit it along with its payment details as requested.

2.2 The Participant shall 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 the Event Organiser has received cleared funds.

## 3. The London Triathlon Ltd - Withdrawal, Cancellations or Alterations

3.1 The Participant may withdraw from the Event at any time, subject to the following provisions of this clause.

3.2 If the Participant withdraws from the race 90 days or more before the event he/she will receive no refund but the Event Organiser will provide the Participant with a place free of charge in the same event the following year, if the event takes place.

3.3 If a Participant pulls out of the Event 89 days or less before the event he/she will receive no refund from the Event Organiser but the Event Organiser will guarantee the Participant entry for the race which it proposes to run the following year subject to the Participant completing an Entry Form and paying the applicable event entry fee.

3.4 If the Participant pulls out of the Event with 7 days or less remaining or if the Participant fails to register for the Event he/she will receive no refund or guaranteed entry for a future race. Specific events - Novice Training Day & Open Water Days - If the Participant pulls out of the Event or if the Participant fails to register for the Event he/she will receive no refund or place at a different date. The place is non-transferable.

3.5 Changes to race category are not permitted and places are non-transferable.

3.6 In the event of the Event Organiser changing the date of the Event, and the Participant is unable to attend on the revised date, he/she has three weeks to inform the Event Organiser in writing from when the change in date is announced to receive a refund of their Entry Fee.

3.7 Notice of withdrawal from the Event may be communicated by writing to [triathlon@korufoundation.org](mailto:triathlon@korufoundation.org). Withdrawals WILL NOT be accepted by telephone. Date of receipt will dictate whether or not a free or guaranteed place is offered for the following year.

3.8 Subject to clause 3.5 above the Event Organiser may change the date of the Event.

3.9 The Event Organiser reserves the right to withdraw the offer of a place to the Participant in the Event for any reason and at any time and in such circumstances will provide the Participant with a full refund of the Fee.

3.10 Should places be oversubscribed, the Event Organiser reserves the right to offer a place in an alternative category.

3.11 The Event Organiser reserves the right to amend the Event format to a duathlon or other suitable race or cancel the Event. The Event Organiser will only exercise these rights due to circumstances beyond its control. In the event of the Event being cancelled it shall provide the Participant with a full refund, if the event is changed to a duathlon or other format the Participant will not be entitled to any refund.

3.12 This withdrawal policy does not apply to Charity Place Pledge Participants.

## 4. Event Organiser Responsibilities

4.1 The aggregate liability of the Event Organiser in respect of any loss or damage suffered by any Participant and arising out of or in connection with these Conditions shall not exceed the Fee paid.

4.2 The Event Organiser shall not be liable for:

4.2.1 any loss or damage of personal equipment belonging to the Participant; or

4.2.2 any indirect or consequential losses (in any case whether or not such losses were within the contemplation of the parties at the date the Participant submitted the Entry Form) suffered or incurred by the Participant arising out of taking part in the Event or any other matter arising under these Conditions.

4.3 Nothing in these Conditions shall exclude or limit the liability of the Event Organiser:

4.3.1 for death or personal injury caused by the Event Organiser's negligence

4.3.2 for fraud or fraudulent misrepresentation; or 4.3.3 for any matter which it would be illegal for the Event Organiser to exclude or attempt to exclude liability.

## 5. Publicity and Results

5.1 The Participant:

5.1.1 Irrevocably consents to their 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

5.1.2 Irrevocably consents to the use and reproduction of the Participant's 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 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 the Participant of any official sponsor or supplier of the Event.

5.2 The Event Organiser reserves the right to vary these conditions by giving notice to the Participant in writing in any official Event material or correspondence prior to the Event.

5.3 The Event Organiser will do their utmost to provide a Event finish time for the Participant however they cannot be held responsible for any computer result anomalies.

5.4 All decisions and rulings by the Event Organiser, its employees and its agents are considered final.

## 6. General

6.1 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. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) it 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.

6.2 Nothing in these Conditions 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.

6.3 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.

6.4 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.

6.5 To the extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

6.6 These Conditions 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.