



Swim Bike Run Programme

Participant Terms and Conditions

Date: July 2023

Swim Bike Run Participant Terms & Conditions

Please read through all the terms and conditions, including your health commitment. By registering to any Swim Bike Run activity you have committed to abide by these terms and conditions.

Data

- You agree that your personal information can be stored and used by Swim Bike Run and shared with any Swim Bike Run activity deliverers.
- For more information on how we store and use your personal data [please see the Swim Bike Run Privacy Notice.](#)
- Photographs and films may be taken which capture your participation. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in Swim Bike Run. If you do not wish to have your photo taken at the Swim Bike Run event or session, you must inform the deliverer at registration on the day of the session or event.

Swim Bike Run Activity

Minimum Participant Ages and Adult Responsibility

SBR Develop and Explore

- Participants must be age 18 or over (on the day of the session) to participate in Swim Bike Run Develop or Explore.

SBR Local

- Participants must be age 18 or over (on the day of the event) to participate in a Swim Bike Run Local Adult wave.
- Participants must be age 6 or over (on the day of the event) to participate in a Swim Bike Run Local Kids wave.
- Participants must be age 6 or over (on the day of the event) to participate in a Swim Bike Run Local Family wave.

- In Swim Bike Run Local Family waves, one adult must participate for every 2 children that they are responsible for. In one family entry there can be a maximum of 6 participants – 2 adults and four children.
- When participating in Swim Bike Run Local Family waves, the responsible adult must always keep their child in their line of sight before, during and after the event.

Swim Bike Run Mini

- Participants must be age 18 or over (on the day of the event) to participate in a Swim Bike Run Mini Adult wave.
- Participants must be age 6 or over (on the day of the event) to participate in a Swim Bike Run Mini Kids Recreational wave.
- Participants must be age 8 or over (on the day of the event) to participate in a Swim Bike Run Mini Kids Competitive wave.
- Participants must be age 6 or over (on the day of the event) to participate in a Swim Bike Run Mini Family Recreational wave.
- In Swim Bike Run Mini Family waves, one adult must participate for every 2 children that they are responsible for. In one family entry there can be a maximum of 6 participants – 2 adults and four children.
- When participating in Swim Bike Run Mini Family waves, the responsible adult must always keep their child in their line of sight before, during and after the event.
- If they participant is in any doubt if the Swim Bike Run Mini event is Recreational or Competitive, they should seek clarity from the deliverer prior to entry.

The BIG Swim Bike Run

- Participants must be age 18 or over (on the day of the event) to participate in a The BIG Swim Bike Run.

Activity safety

- At all times whilst participating in Swim Bike Run activity you must adhere to all instructions given by the Swim Bike Run coaches, leaders, event marshals, volunteers, and officials.
- It is your responsibility to ensure that you have the correct equipment that is in a good safe working order and take weather conditions into account when preparing to take part.

- When bikes are used, participants must ensure they are in roadworthy condition. The Deliverer's decision shall be final as to whether a cycle is of an appropriate type or condition to be used in Swim Bike Run sessions and events.
- Whenever the session or event involves cycling, then the wearing of cycle helmets for participants is compulsory.

Medical Conditions

- It is your responsibility that you are sufficiently fit and healthy to participate in events unaided. If you are in any doubt, we recommend that you seek medical advice beforehand. Please read our Health Commitment Statement for further advice.
- If you have not exercised before or for some time, you should consult your doctor before taking part in Swim Bike Run activity.

Health Commitment Statement

Your health is your responsibility. Swim Bike Run Deliverers are dedicated to helping you take every opportunity to enjoy your participation in events and sessions. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you:

- 1) 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.
- 2) We will make every reasonable effort to make sure all Swim Bike Run activity is organised to safe operational standards for you to enjoy.
- 3) We will make all reasonable steps to ensure first aid is available at all Swim Bike Run activity to an industry standard.

Your commitment to us:

- 1) 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 Swim Bike Run sessions or events before you enter you should seek advice from a relevant medical professional and follow that advice.
- 2) It is the decision of the participant, not the Swim Bike Run activity deliverer, to determine whether he or she is fit enough to exercise. If the participant is in any doubt, the participant should seek medical advice. It is up to the participant where to seek medical advice.
- 3) You should let the Deliverer know immediately, if you feel unwell whilst participating in Swim Bike Run activity.

- 4) If you have a disability, you must follow all reasonable instructions to allow you to complete the Swim Bike Run activity safely.

This Health Commitment Statement sets the standards that Swim Bike Run Deliverer and the Swim Bike Run participant can reasonably expect from each other in regard to health of the participant. This statement is for guidance only. It is not a legally binding agreement between you and the Deliverer and does not create any obligation which you or they must meet.

Completion of Entry Process

It is the Participant's responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered is the responsibility of the participant.

If at any point the deliverer discovers that the participant has provided false or inaccurate personal information, or that the information provided means that the participant is ineligible to participate in the session or event, the deliverer reserves the right to refuse entry or disqualify the participant, without any refund of the entry fee or administration fee.

Payment

Each Participant is required to pay the entry fee in full, 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 the Participants Withdrawal section below. Administration fees are non-refundable in all circumstances.

Confirmation of Entry

Entry into and session or event is confirmed by the British Triathlon online entry system via email to the email address provided by the participant upon completion of the entry process.

Swim Bike Run activity information

The Swim Bike Run session or event information is published on the British Triathlon website. It is the participant's responsibility to read, be comfortable that they understand and abide by the session or event information. The deliverer reserves the right to alter the Swim Bike Run session or event information at any time without notice.

Participant's Withdrawal - Policy & Refunds

If the Participant wishes to withdraw from any Swim Bike Run session or event, they must email swimbikerun@britishtriathlon.org. The email subject title must be "WITHDRAWAL". No other method of withdrawal is accepted by the deliverer. If the withdrawal notice is provided within the applicable time limits set out below, the Swim Bike Run team will confirm the withdrawal by email to the participant within 5 working days. If no response to the withdrawal request is received the participant should call the Swim Bike Run team on 01509 226204.

Withdrawing from a session or event is irrevocable; if notice of withdrawal is given then the Swim Bike Run team and the Deliverer will remove the participant's name from any register or start lists and other official documentation.

The refund policy for participant withdrawal is:

- If the participant withdraws from the session or event up to 48 hours before the session or event start time the participant will receive a 50% refund.
- If the participant withdraws from the session or event within 48 hours of the session or event start time, the participant will not receive a refund.

In the event a refund is due, the Swim Bike Run team will administer the refund for the participant. The Deliverer will not be involved in processing refunds.

Transfer & Swapping of Entries

Participants are not allowed to transfer or swap their entry to another person under any circumstances. Entries cannot be deferred to future editions of the session or event. Transferring or swapping of entries risks that the Deliverers session or event insurance will be voided or subject to limitations and conditions or limitations not anticipated by the deliverer. In this and in other ways attempting to swap entries creates additional risks for the session or event and for the other participants. Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future Swim Bike Run activity and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

Cancellation

The Deliverers may cancel any Swim Bike Run activity if circumstances arise beyond their reasonable control. In such circumstances they will endeavour to communicate to you in advance.

- In the event of a cancellation the Swim Bike Run team will administer a full refund to the participant within 5 working days of the original Swim Bike Run session or event.

Liability

In no event shall Swim Bike Run deliverers be liable to you, whether for breach of contract, any tortuous act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:-

- Loss of damage
- Loss of profit
- Loss of reputation
- Loss of business, revenue, or goodwill
- Loss of anticipated savings
- Pledges made on your behalf or by you to charity.
- Consequential or indirect loss, regardless of whether the loss or damage:
 - a) Would arise in the ordinary cause of events.
 - b) Is reasonably foreseeable.
 - c) Is in the contemplation of the parties or otherwise.
- Nothing in this agreement shall affect the Swim Bike Run Deliverer liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

Insurance

- All Swim Bike Run participants who take part in Swim Bike Run activity listed on the Swim Bike Run website will be covered by British Triathlon's public liability insurance for the activity duration.
- If you are in any doubt regarding the insurance cover for any Swim Bike Run activity that you are participating in, you can contact [Swim Bike Run](#).

- Where Swim Bike Run activity is delivered in a leisure facility, the facility providers should be covered by the providers company indemnity/liability insurance.