

The TMB Challenge

2023 The TMB Challenge Term and Conditions and Waiver



Personal Details;

I

Address

Acknowledge and confirm I understand the following that by entering The TMB Challenge event: -

- I will be of minimum 18 years of age at the point of application submitted.
- I confirm that I am in good health and capable without aid to complete my participation in the event.
- I can communicate both visually, in writing and verbally in English
- I agree to complete and provide any relevant medical information requested on review of medical declaration form submitted.
- I agree to provide evidence that I have completed previous events that meet the minimum entry requirements. This will include results, timings and experience.

Agreement to follow instructions during The TMB Challenge;

- I agree that I will adhere to instructions from the group mountain leader during the event.
- I agree to adhere to the minimum kit list required, provide evidence at registration and agree to keep within my back pack to be carried throughout the whole event.
- I understand and agree that if at any point I do not hold the required working minimum kit list, this can result in my withdrawal from the event.
- I agree and understand that at any point during The TMB Challenge, I can be requested to evidence full kit is present within my backpack whilst on the event.
- I agree that should the management support team give final word that I am to be removed from the challenge, I will respect their final decision and act professionally at all times.
- I understand and agree that The TMB Challenge Event organisers retain the right to alter the routes at any given point.
- I understand and agree that should weather conditions become unsafe, acts of war, act of God, implementation of CROW Act 2000 be actioned, I will act in accordance with any instructions provided by either the mountain leader or event management team.
- I understand that should an event occur that is out of the control of the The TMB Challenge resulting in the event becoming unsafe at any point, The TMB Challenge can be cancelled without reimbursement.
- I understand and agree that if any medical team member raises concerns and requests I am to be removed from the event, I will adhere and accept their decision is final and act professionally without claim.

2023 The TMB Challenge Fees and Cancellation Clauses;

- I confirm and agree due to the time, entry allocation, infrastructure and financial outlay to prepare the challenge for the best possible experience, when booking/securing my place, an initial admin fee will be taken as a non-refundable deposit.
- For single participants the fee is £495. A minimum deposit of £250 of the Challenge fee is non-refundable which secures my entry.
- For charity fundraising teams of 3, the TMB Challenge fee is £250 per individual team member. Minimum non-refundable deposit to secure entry is £375 for the team.
- I understand all outstanding balances for my entry must be paid on or before 7am (GMT time) 4th August 2023 to secure entry.

- If I choose to withdraw whether it be ill health or due to change of circumstances, I agree to abide by the event rules that I will lose my initial minimum deposit as per cancellation policy and any further deductions in line with the cancellation policy of 2023 TMB Challenge.
- Should I attend a training day, all payments for participation are non-refundable on booking my place.
- I agree on successful application, I will be required to pay the minimum event fee in advance to secure my place. Only on receipt of at least 50% of full event fee being received will my entry be secured inline with the terms and conditions of deadline for full payment within the cancellation policy set out within this document.

I understand and agree to the following cancellation policy;

- On the basis a non-refundable deposit has been paid, our cancellation policy can and will provide appropriate refund for any surplus above the non refundable deposit inline with the following conditions;
- If I fail to make full payment before or on 7am (GMT time) 4th August 2023, I agree and understand I will lose my entry with no refund of non refundable deposit inline with The TMB Challenge cancellation policy terms and conditions.
- I agree that if I cancel no later than 4 months to start date - 50% refund of total fee due less non-refundable deposit provided if I notify being unable to attend in writing.
- No later than 3 months to start date - 25% refund of total fee due less non-refundable deposit provided if I notify being unable to attend in writing.
- No later than 2months to start date - 10% refund of total fee due less non-refundable deposit provided if I notify being unable to attend in writing.
- If 2 months or earlier to start date I cancel, I will forfeit my whole application fee.

Data Protection Policy;

- The TMB Challenge is part of Walking With My Bear. Your privacy is important to us. It is Walking With My Bear's policy to respect your privacy regarding any information we may collect from you across our event "The TMB Challenge.
- We only ask for personal information when we truly need it to provide a service to you. We collect it by fair and lawful means, with your knowledge and consent. We also let you know why we're collecting it and how it will be used.
- We only retain collected information for as long as necessary to provide you with your requested service. What data we store, we'll protect within commercially acceptable means to prevent loss and theft, as well as unauthorised access, disclosure, copying, use or modification.
- We don't share any personally identifying information publicly or with third-parties, except when required to by law.
- Our website may link to external sites that are not operated by us. Please be aware that we have no control over the content and practices of these sites, and cannot accept responsibility or liability for their respective privacy policies.
- All participants are free to refuse our request for your personal information, with the understanding that we may be unable to provide you with some of your desired services/ participation. Please understand, if you refuse to provide appropriate information to support your entry, you may be refused entry on to the challenge.
- My continued use of our website will be regarded as acceptance of our practices around privacy and personal information. If you have any questions about how we handle user data and personal information, feel free to contact us.
- I agree to allow being filmed and photographed during the TMB Challenge, and for my images or film footage to be utilised by The TMB Challenge/Walking With My Bear for promotion/ marketing purposes.
- Any property rights relating to The TMB Challenge including any images of film footage of myself remain the sole rights of The TMB Challenge/Walking With My Bear.
- I agree and give permission for photo images and film footage to be taken of me and shared on social media and promotional material whether it be by photo or film.
- I agree and give permission for my name/team to be listed on The TMB Challenge roster which will be visible.
- This policy is effective as of 1st January 2023.

Medical agreement;

- I agree to provide appropriate medical evidence on request prior to my acceptance of entry.
- I agree to notify The TMB Challenge of any change of medical condition leading up to the challenge and during the The TMB Challenge itself. Failure to notify will lead to my potential removal of entry.
- I agree to allow any medical professional within The TMB Challenge event to provide appropriate medical assistance where relevant during the The TMB Challenge.
- I accept that even though there will be event organisers, qualified mountain leaders and medical teams available during the Challenge, I participate at my own risk, take full responsibility for any injury or illness that could potentially arise during the The TMB Challenge, and will to the best of my abilities take care of my mind and body throughout the challenge event.

Race Rules;

- I understand and agree to adhere to any cut off times or route amendments as per The TMB Challenge race rules listed.
- I understand that the The TMB Challenge organiser have absolute final word before, during or afterwards relating participant entry, participation or removal.
- I accept it is my responsibility to make my own way to and from The TMB Challenge.
- I agree not to litter and respect the route at all times.
- I understand that when on the challenge, I will respect the environment and other users of the routes involved
- I agree I will not under any circumstances show or act disrespectfully to any member or participant within The TMB Challenge whether it be prior, during or after the event challenge.
- I understand that should I display any signs or disrespect or bad behaviour towards The TMB Challenge team or participants, I will be instantly withdrawn from The TMB Challenge.
- I accept full responsibility for my own equipment, personal possessions, behaviour, safety and wellbeing during the whole event challenge.
- I understand and agree that should I refuse to acknowledge and abide by any instructions provided by The TMB Challenge event organiser, team including management, mountain leaders or medical personal, I will be withdrawn from The TMB Challenge.
- I understand the required tyre size for Stage 2 is a 215/60 16 tyre which has not been purposely lightened in any way.
- I agree to provide my own tyre for Stage 2 and will take the tyre away after the challenge finishes.
- During Stage 2, the tyre must be pulled by way of harness and rope.
- I understand and agree that should I be found carrying the tyre against The TMB Challenge rules during Stage 2, I will be automatically withdrawn from the event.
- I agree to attend the registration the day before and allow full kit check between 12noon 1st December 2023 and 6pm 1st December 2023.
- I understand The TMB Challenge commences 7am 2nd December 2023 for Stage 1 with a cut-off time of 6pm. Stage 2 commences 7pm 2nd December 2023 with a cut-off at 3am 3rd December 2023. Stage 3 commences 4am 3rd December 2023 with a cut-off at 6pm 3rd December 2023.
- I understand and agree that should I not meet the required start or cut-off times, I will be deemed unsuccessful completion or potentially forfeit my entry to the relevant stage.

Insurance Liability Policy;

- The TMB Challenge/Walking With My Bear hold liability insurance to organise such an event. However you agree to provide your own insurance cover against injury or personal loss.
- Should I wish to make a claim against The TMB Challenge/Walking With My Bear, I agree the maximum claim that could be awarded is the cost of entry.
- All mountain leaders involved are carefully selected for their strong mindset, experience and physical abilities whilst supporting participants during such a challenge, and hold their own indemnity/liability insurance for their actions whilst guiding on The TMB Challenge. Should A mountain Leader be proven negligent, I agree to pursue the mountain leader and not The TMB Challenge/Walking With My Bear.

Waiver and understanding of risk;

- I confirm that I fully understand all the risks that can be associated with or as a result of myself participating in the TMB Challenge, and hereby agree to the Terms and Conditions and Waiver stated within this document, and release The TMB Challenge/Walking With My Bear event owner/organisers, team, sponsors or any other associated personal of the following;
- I confirm that I understand participating the The TMB Challenge is a challenging event on my mind and body, and accept all responsibilities with my participation including but not limited to: The weather, terrain conditions or facilities provided, injury, loss, death, cold weather injuries including hypothermia, sun stroke, dehydration or any heat related illness.
- I accept all responsibility.
- I understand the purpose of the mountain leader is to guide me safely around the set route provided.
- I accept and understand I could potentially incur injury or illness throughout The TMB Challenge and release all liability against The TMB Challenge/Walking With My Bear including challenge team members and support crew including mountain leaders.
- I confirm that I am of sound mind, that I do not have any underlying medical conditions that could impact my ability to complete The TMB Challenge or put risk to others during The TMB Challenge.
- I confirm and agree to disclose any current disability or medical information that could put myself or others on the event challenge at risk.
- I agree that if I have an underlying medical condition whether it be psychological or physical, I will provide written confirmation from my medical specialist verifying I am fit and able to participate.
- I agree to look after myself and equipment throughout The TMB Challenge event both nutritionally (including hydration) physically and mentally and release The TMB Challenge/Walking With My Bear from any loss, claim, injury, illness, legal fess or action arising out of my participation of The TMB Challenge
- I accept that during the event I am personally liable for the safety of any equipment provided by The TMB Challenge and will reimburse the cost of replacement for loss or damage.
- I fully understand the race rules provided in this document and agree to comply at all stages.

- I hereby agree to the Terms and Conditions stated within this document, and release The TMB Challenge/Walking With My Bear event owner, organisers, team, sponsors or any other associated personal of the following;
- I confirm that I fully understand participating the The TMB Challenge is a challenging event on my mind and body, and accept all responsibilities with my participation as stated within this document.
- I understand the purpose of the mountain leader is to guide me safely around the set route provided. Should I choose to ignore instructions from the event organisers, management team or mountain leader, should incur injury, illness, death, loss of property, then I accept full ownership and liability.
- I agree with all wording/statements contained within this document as part of my entry and registration.
- I agree to abide by the laws of England and Wales

Print Name.....

Sign Name.....

Date