**1. Declarations**

1) I understand that participating in any Killary Gaelforce events is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
2) I assert that I am in good health and in proper physical condition to safely participate in the Killary Gaelforce event.  I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Killary Gaelforce event, or that would result in my participation creating a risk of danger to myself or to others.

Killary Adventure Westport LTD, trading as Killary Gaelforce and hereafter noted as KG.

**2. Entry and Participation Agreements**

**Rules**: I agree to become familiar with and abide by all written and/or posted rules of KG, as well as all written and/or posted rules of the venue.  I further agree to comply with all directions, instructions and decisions of KG and event personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

**Emergency delay or cancellation**:  I acknowledge that KG at its sole discretion may delay, modify, or cancel an event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe.  I agree that "emergency" is defined to mean any event beyond the control of KG, including but not limited to:  high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the KG event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the KG event.

**Equipment**: Where equipment is provided to me for use during the event, I acknowledge that all reasonable care is expected to be exercised by me over this equipment. If it can be seen that I damage this equipment maliciously or where negligence has been show by me in the care of such equipment, I understand that KG reserves the right to be compensated in respect of this equipment to the tune of the replacement value of the goods.

I understand that where Sport Ident “dibbers” and/ or other timing equipment are issued to me to wear during the event, KG expects these to be returned post-event. I acknowledge that should I fail to return within 15 days of the event I will have to reimburse KG for the replacement value of the goods - €30 per dibber.

**Bike Security**: I accept all responsibility for the security of my bicycle and all other equipment left at the finish area of a KG event. I understand that it is my responsibility to collect my bike and equipment from the final bike compound within a half hour of finishing the race. I acknowledge that should my bike be stolen due to it being left unlocked I am unable to peruse  KG for compensation.

**Photography**: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the event run by  KG, its affiliated entities or contractors, and/or the media become the sole property of KG.  I grant the right, permission and authority to KG to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.  I further understand that KG, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

**Attitude and Behaviour**: I agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude. I understand that  KG reserves the right to disqualify any competitor found to be littering.

**Vehicle Parking Areas:** KG offers no warranty or indemnity as to the protection or safety of the vehicles left within, including but not limited to: car parking areas used throughout all events, bike transitions, finish line areas, or any goods left within the vehicles. The use of these areas, and the use of any services provided by a third party in these areas, is entirely at your own risk.

The management are not responsible for loss or damage to any motor vehicle or property contained within any motor vehicle within these areas. Motor vehicles are parked entirely at owner’s risk.

**3. Personal Health & Insurance**

I also understand that it is my responsibility to consult with my personal physician prior to participating in a KG event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that KG  advise me to organise my own personal insurance to cover such outcomes as, but not limited to, missing work due to an injury incurred during an event.

**4. Waiver**

KG

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS:  READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.  THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

**Parties**

Released Parties include:  KG whose registered company number is 435469 and registered office address is Leenane, Co. Galway, and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all KG event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licencees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing (all referred to hereinafter as " KG " or "Released Parties").

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf (all referred to hereinafter as "I" or "Releasing Parties").

Assumption of Inherent risks

With full knowledge and understanding of the risks associated with my participation in any KG event, I enter voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death).

I declare I am physically fit. I acknowledge that adventure racing can be hazardous and carries inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the KG event) regardless of the care and precautions taken by KG. I waive and renounce any rights and claims for damages I may have against the organizer or his agents for loss/injury as a result of participation in any KG event or training day.

I understand and acknowledge that the inherent risks include, but are not limited to:  1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery (I understand that there are no road closures in place for KG events and that the rules of the road should be obeyed at all times) , and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme winds, heat, extreme cold, ice, rain, fog); 5) inadequate first aid and/or emergency measures; and 6) judgment and/or behaviour-related problems (e.g., erratic or inappropriate co-participant behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to:  scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but do sometimes occur.  They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, mental stress or exhaustion, infection, and concussions. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the KG event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks involved in the KG event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the KG event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the KG event 4) I understand that there are no road closures in place for KG events and that the rules of the road should be obeyed at all times.  I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in the KG event.

**Self-declaration release of liability**

In consideration for being permitted to participate in the KG event, I (on behalf of the Releasing Parties) hereby waive, release, covenant not to sue, and discharge Killary Adventure Westport LTD and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the KG event that I may have arising out of my participation in the KG event.

Further, I covenant not to sue Killary Adventure Westport LTD, its officers, directors, employees, consultants, agents and sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising out of my participation in a KG event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of my participation in any KG event (including all legal costs associated with such claims).

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the KG event participation. This includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.    This agreement does not limit or exclude Killary Adventure Westport LTD's liability for death or personal injury caused by its negligence.  Such liability shall be limited to direct losses which shall not exceed Killary Adventure Westport LTD's general liability insurance cover.  Except as set out in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

**5. Compliance with Terms and Conditions of Entry**

By ticking the box of the declaration on the registration form, I accept, acknowledge and realize that participation in any KG event is potentially dangerous and that there are numerous risks associated with my participation. I fully understand and realise that my participation in any KG event may result in serious bodily injury and/or death to myself or others. I further realise and understand that the routes for some KG events will require riding on bicycles on public roadways upon which the hazards of travelling are to be expected. Further, I understand that participation in any KG event will require strenuous physical exertion as participants will be required to be active for very long periods of time, including the risk of being active through inclement weather and/ or very hot weather.

With full knowledge and understanding of the risks associated with my participation, I hereby enter voluntarily and fully accept and assume every such risk for loss, damage and/ or injury (including death).

I understand that failure to comply with the terms and conditions listed above could result in my disqualification from the race.

I agree to comply with all of the Event's terms and conditions of entry. I acknowledge and understand that the organisers will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that all participants will abide by these terms and conditions.

IMPORTANT: Your ticking of the provided box on the registration form indicates that you have read, understood and accept all terms and conditions, agree to abide by the rules and regulations and accept the waiver and indemnity contained within this document.

**6. Race Rules**

For reasons of fairness, safety and responsibility competitors are expected to abide by the following simple rules. Remember, ignorance is no excuse and failure to comply may lead to time penalties or disqualification.

* Mandatory Kit must be worn or carried as appropriate and as specified
* Follow the Road Traffic Laws
* Do not trespass or cut corners – follow the event instructions
* Checkpoints must be visited in the prescribed order/way
* Do not cheat
* Do not litter. Any competitor found littering will face automatic disqualification.
* Respect the environment & local inhabitants
* Assist any persons who are in difficulty (e.g. injury) as appropriate
* The Race Director's decision is final
* Please at all times show respect for the environment, landowners, local communities and other recreational users
* Always follow and adhere to rules of the road and local bylaws. This includes the obeying of all traffic signals and the total avoidance of riding of bicycles on the pavement
* Notify the Event Medic (at registration) of any significant medical history
* Weather conditions may affect some stages and lead to course variations - this is for your own safety and is unavoidable

**Refund Policy**

I hereby understand and acknowledge that all fees and associated costs, paid in registration for this KG event are **non-refundable for any reason**, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. Please do not call or email the office to ask for a refund as refusal can disappoint.

**Transfer Policy**

I hereby understand and acknowledge that it is not possible to transfer my payment  to another person or event **for any reason**, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. Please do not call or email the office to ask for a transfer as refusal can disappoint.

I agree to the above