



# TERMS & CONDITIONS

I understand and acknowledge that by checking the box below, I am legally agreeing to all of the statements in this document in exchange for being permitted to participate in the Hard as OAK event. ALL PARTICIPANTS MUST READ THIS DOCUMENT CAREFULLY BEFORE AGREEMENT. THIS DOCUMENT/AGREEMENT/CONTRACT HAS LEGALLY BINDING CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. 'Hard as OAK' is the trading name of the operating company Oakfire Adventures Ltd, all references herein to 'HaO' refers to Hard as OAK & Oakfire Adventures Ltd.

## Definitions and Interpretation

'Claim & claims' means all claims and actions for losses, monies, costs, expenses and damages, including any related expenses and legal fees.

'I /me/my/Participant' is you, who will be a participant in the HaO event and has signed/accepted/agreed to this agreement as stated below

"Inherent Risks" are described below in the paragraph headed "Assumption of Inherent Risks";

Released Parties are together HaO and its affiliates and its and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all HaO event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies, charities and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties are together my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against HaO or the Released Parties on my behalf.

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## Assumption of Inherent Risks

The HaO event is meant to be an extreme test of robustness, strength, stamina, camaraderie, physical and mental determination that takes place in one place in one day. It is not a race against other contestants, but rather a challenge with oneself and the course. The object is to finish the course. The venue is part of the challenge and the HaO event will be held in hostile environments that might include extreme heat or cold, snow, fire, water, mud, rocks, changes in terrain and obstacles. Some of the challenges/activities include runs, military style obstacles, going through pipes, traversing cargo nets, manoeuvring through barbed wire, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying heavy objects, and traversing muddy & rocky areas. In summation, the HaO event is a hazardous activity that presents a huge physical and mental challenge to participants.

HaO will use reasonable care and skill to provide a venue that is fit and suitable for the event bearing in mind the paragraph above.

I acknowledge that the HaO event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the event) regardless of the care, measures and precautions taken by HaO and are further described below ("Inherent Risks"). I also understand that it is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I understand that these hazards may be magnified due to the fact that the HaO event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the Inherent Risks include, but are not limited to:

1. My contact or collision with other persons or objects (e.g. with spectators or course personnel, other participants, motor vehicles, machinery, or natural or man-made fixed objects or obstacles)
2. My encounter with HaO event obstacles (e.g. natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks)
3. Extremely challenging course conditions
4. Weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog, snow)
5. Judgment and/or behaviour related problems by me during the event
6. Erratic or inappropriate co-participant behaviour
7. Natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I understand and acknowledge that any of these Inherent 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 may 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, heat-related illness, 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 understand that it is my responsibility to consult with my doctor / general practitioner ("GP") prior to participating in the event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I believe or become aware that any aspects of the HaO event course, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate HaO and/or Venue personnel. I accept full and sole responsibility for the condition and adequacy all of my own equipment that I bring to the venue. I understand fully the Inherent Risks involved in the HaO event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that:

- 1) I understand the nature of the HaO event;
- 2) I understand the demands of the activities at the HaO event relative to my physical condition;
- 3) I appreciate the potential impact of the types of injuries that may result from my participation in the HaO event; and
- 4) I hereby confirm that I can swim at least 25m, I can refloat myself after jumping into potentially cold water from a height and have the ability to tread water for 60 seconds, if I cannot swim, refloat & tread water I will bypass all water obstacles for my own safety.
- 5) I hereby confirm that I knowingly assume all of the Inherent Risks of the HaO event.
- 6) I confirm that I am 18 years of age on the date of the event.
- 7) I understand that HaO highly recommends that I check that I have relevant health insurance in place which covers any injuries I may suffer as a result of participating in the event.
- 8) I understand that the trampoline obstacle has a 100kg weight limit, I will weigh myself before the event and if I exceed this limit I agree to bypass this particular obstacle.

#### Limitation of Liability

I hereby forever waive, release, covenant not to Claim, and discharge HaO and the other Released Parties from any and all Claims that I may have arising out of my participation in the HaO event:

1) resulting from the Inherent Risks e.g. for personal injury (including death) from incidents or illnesses arising from the HaO event participation, which may include injury caused during practice runs, the HaO event, and while at the Venue location (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and/or

2) resulting from damage to, loss of, or theft of my property during a HaO event;

EXCEPT THAT nothing in this Agreement shall limit or exclude either HaO or the Released Parties' liability for death or personal injury resulting from its negligence. I understand that I (or any Releasing Parties acting on my behalf) am entitled to bring a Claim against HaO and/or the Released Parties for death or personal injury caused as a result of the negligence of HaO and/or any of the Released Parties (as applicable).

Indemnity I hereby agree to reimburse HaO and the other Released Parties in respect of:

- 1) any and all Claims made by any Releasing Party arising from injury or loss due to my participation in the HaO event; and
- 2) any and all Claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the HaO event;

EXCEPT FOR Claims arising from either HaO's or the Released Parties' negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the HaO event.

Venue and jurisdiction, I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of Northern Ireland shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of Northern Ireland shall apply.

Severability, I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of Northern Ireland and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement, this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and HaO relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of HaO. I agree that this Agreement may only be amended by a written document duly executed by HaO on giving me at least 30 days written notice prior to the date of the HaO event. If I do not agree to the amended terms of this Agreement I must let HaO know in writing at least 7 days before the date of the HaO event ("Refusal") and I acknowledge that I shall not be permitted to take part in the HaO event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I do not send HaO a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

## Agreements for the Protection of Participants

- I confirm that I am in good health and in proper physical condition to safely participate in the HaO event. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the HaO event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that HaO recommends and encourages that I obtain medical clearance from my GP prior to participation.
- I confirm that I have not been advised or cautioned against participating in the HaO event by any medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the HaO event, and I agree to withdraw immediately and to notify appropriate HaO and/or Venue personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate HaO personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator).
- I authorise HaO to secure emergency medical care or transportation for me when deemed necessary by HaO
- I acknowledge that HaO has instituted its rules for the protection of everyone attending the event including its participants. I acknowledge that I must sign the Entry Participation Agreement in order to participate in the HaO event and I agree to familiarise with all of the rules contained in that agreement and follow them throughout the event. I agree that HaO may stop or prevent my participation in the HaO event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or any other person present at the HaO event.

## Acknowledgment of Understanding

I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily.

## DECLARATION

- 1) I understand that participating in the HaO event 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 HaO event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the HaO event, or that would result in my participation creating a risk of danger to myself or to others.

## Awareness of Weils / Leptospirosis Disease

HaO's venue is home to a wide variety of plants and animals, both domestic and wild. As the course involves travelling through ponds, swamps, streams and rivers, HaO encourages participants to know the symptoms of Weils / Leptospirosis Disease, which is an acute infectious disease spread by infected wild and domestic animals. If you develop any symptoms after the event you should see a medical professional immediately.

By accepting these Terms & Conditions, you agree to the risks associated with running through the natural habitat of these plants and animals. HaO does not accept liability for any illness contracted – everyone takes part at their own risk

## Image rights

I grant permission to HaO to use my photograph and/or any other record of my participation in HaO for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the event, its affiliated entities or contractors, and/or the media become the sole property of HaO. I grant the right, permission and authority to HaO 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 HaO, 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.

## Event Rescheduling Policy

HaO events can take place all year round and go ahead within the reasonable weather expectations of Northern Ireland. As everyone is aware though, there is the potential for extreme or severe weather and therefore we have to reschedule if the conditions are very bad.

Our aim is to do all we can to make your experience of our events as enjoyable and safe, as possible. If though we deem weather conditions or events beyond our control (contagious diseases/viruses) to be potentially hazardous and unsafe for participants, we reserve the right to postpone and reschedule the event for an alternative date to maintain competitor safety.

Our decision about postponing an event is final.

Based on local weather forecasts, we will issue a Weather Report at least 3 DAYS beforehand on our Facebook and Instagram pages. This will be followed by a Venue Inspection by the Event Director to assess the safeness of the course and access to it. We therefore strongly recommend that you follow us on social media for the latest information about the event.

Where possible, our policy is to postpone an event NO LATER THAN 9PM on the night beforehand. In the case of a postponement, we will use the media available to us to inform you as quickly as possible. (Email, Website, Facebook , Twitter)

In the case of an event being postponed and rescheduled, you will have the option of: switching your registration to new reschedule date or receiving a refund.

To avail of a refund, you must email: info@hardasoak.com within 72 HOURS of the rescheduled date being announced. Unfortunately we will be unable to offer you a refund if you do not contact us within this time. Please email info@hardasoak.com if you change your email or contact details. HaO will not be liable for any costs incurred by participants, such as accommodation, transport etc, resulting from the postponement and rescheduling of an event.

#### Entry and Participation Agreement

Rules: I agree that my participation in the HaO event and related activities is subject to:

1. the terms of this Entry and Participation Agreement, my consent to the terms of the Assumption of Risk, Limitation of Liability and Indemnity Agreement;
2. all written terms, rules and regulations at the site of the HaO event ("Venue") and the HaO website.

#### Removal from HaO event or Venue:

I acknowledge that HaO personnel and/or Venue personnel may prohibit or stop anyone from taking part in the event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable rules, regulations, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

Attitude and Behaviour: On the day of the HaO event I agree to (i) behave appropriately at all times; (ii) act respectfully towards all people, equipment, property and facilities; and (iii) participate in the HaO event with a cooperative and positive attitude.

Alcohol & Drugs: I agree that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the HaO event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the HaO event.

I acknowledge and agree that on the day of the HaO event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any animals to the Venue; 3) I shall not use any wheeled equipment during my participation in the obstacle course at the HaO event; 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel; 5) I shall abide by all instructions and directions of HaO and Venue personnel and all HaO and venue rules and regulations; and 6) I shall not dive/jump head first into any water or mud.

During registration for HaO if I sign up/enrol/register other participants I confirm that everyone I have entered has agreed to this document in its entirety.

#### Website Policy

1. Information: All information, articles, times and results are supplied on our website in good faith. We endeavour to display the most up-to-date and accurate information, and will happily correct any inaccurate information. We cannot be held responsible for any errors or omissions in details provided online.

2. Credit Card Security: Using a credit card to make purchases via our website is a secure way to pay for your items/tickets. We have put a number of security steps in place to give you peace of mind, the customer can have total confidence when purchasing your items/tickets via our payment system (Eventbrite). Your credit card information is only supplied to Eventbrite at the relevant stage of the payment process. We do not retain any records of credit card information on our web servers.

3. Pricing: All items purchased will be charged in Sterling (UK). For an exact conversion rate for your currency, please contact your bank or credit card provider.

4. Articles and website content: HaO's website is not meant to replace the advice of a medical expert. Do not rely upon any information that you read to replace consultations or advice received by qualified health professionals, regarding your own specific situation. The information provided is intended for educational purposes only and it should NEVER be construed as medical advice. Website contributors have no liability towards the choices you make towards your own health after reading the content. Furthermore, each article might not apply to every individual.

#### Data Protection

I agree that: 1) in the case of an emergency HaO and/or Venue personnel may use the emergency contact details I provided when I registered for the HaO event; 2) should I receive medical assistance at a event data collected on an accident form will be held on HaO's database and shall be handled in accordance with the terms of the Data Protection Act 1998.

**Disclaimer:** HaO reserves the right to change these Terms & Conditions at their discretion in the interest of improving the experience of participants. The user is therefore responsible for regularly reviewing the Terms & Conditions, which will be available to view on the HaO website. This means that we will not notify you of any changes to the Terms & Conditions but will post them on the website. These Terms & Conditions shall be governed by and construed in accordance with the laws of the North of Ireland, and the parties hereby submit to the non-exclusive jurisdiction of the Northern Irish courts to settle any disputes in connection with, or arising out of, the use of this site or its affiliate sites.

If any of the provisions of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Terms & Conditions and the remaining provisions of the Terms & Conditions shall continue in full force and effect.

#### REFUND POLICY

I acknowledge that HaO's event price and associated costs (including optional extras, and donations) are non-refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict. Unless: 1. HaO alters

or materially delays or cancels the event, 2. HaO makes a significant change to the Venue, or 3) HaO changes the date of the event so that I am no longer able to attend. In the above three circumstances HaO may offer me the right to attend a different HaO event at no additional charge (and if I agree to this, I shall not be entitled to any refund). Alternatively HaO may issue me with a refund of my event fee at their sole discretion acting reasonably.

**IF YOU WOULD LIKE TO READ THIS DOCUMENT IN MORE DETAIL PLEASE GO TO OUR WEBSITE: [WWW.HARDASOAK.COM](http://WWW.HARDASOAK.COM)**

