



## **Lupine Racing Ltd. Terms and Conditions**

### **Document v2**

22/09/2024

### **Payment terms**

Entrance fees are non-refundable, but entries may be transferred to another person in the case that the original purchaser can no longer attend the event.

### **Rules**

By entering you agree to abide by the rules of the event. Many of the rules are in place to make the event safer. Disregarding these rules may lead to disqualification and for the entrant to be prevented from entering future events.

### **Authority to Establish Rules and Make Provisions**

The parties acknowledge that, due to the nature of the Event, unforeseen issues may arise that are not explicitly covered by the Terms of Entry or Event Rules, or that may lead to unintended outcomes if applied without modification. Both parties agree that it is in the best interests of the Event and all participants that such matters be addressed swiftly and effectively.

As a result of this understanding, the participant agrees that the Company shall have the unilateral right, at any time before or during the Event Period, to:

- modify or supplement the Terms of Entry, the Event Rules, and, if applicable, the Event Schedule;
- resolve any questions regarding the interpretation and application of the Terms of Entry and/or Event Rules; and
- provide instructions on the conduct of the Event, including the behavior of participants, the content of the Event Manual, and the protection of Commercial Rights.

During the Event, the Company may delegate the authority described above to one or more individuals, such as the Event Director, any Official, or any other person appointed by the Company.

The participant agrees that any modifications, additions to the Terms of Entry or Event Rules, and any instructions issued under this clause shall immediately become binding on the participant upon communication to any participant and shall be considered part of the Terms of Entry or Event Rules (as applicable) under this Agreement.

Decisions made under this clause to modify or supplement the Terms of Entry or Event Rules, or to issue instructions, shall be final. The participant agrees not to challenge any such decisions.

### **Tracking, Results and Coverage**

Entrants consent to having their names semi-anonymised for usage in our event tracking, results and coverage. i.e. the name John Smith would become John S. by default. Entrants are free to request to be fully anonymised, or to use their full name if they prefer.

### **Insurance**

Transport, accommodation and other personal costs throughout the event are organised by entrants themselves and are thus not the responsibility of the Lupine Racing Ltd.. It is required that entrants procure their own comprehensive travel insurance policy to cover themselves for the event.

### **Data**

Personal data collected will be used by Lupine Racing Ltd. for the purpose of arranging the event and producing results only, and will not be sold on to any third parties. Lupine Racing Ltd. reserves the right to pass data on to other suppliers involved in the staging of our events.

### **Waiver**

This waiver relates to the elements of the races between the start and finish line, where the participant is self organising their journey, and does not relate to any start, end or other events that we have arranged.

The participant acknowledges and accepts that their participation in any event organized by Lupine Racing Ltd., along with their endorsement of this Disclaimer and Waiver of Liability, holds the participant responsible, whether individually or collectively, for any harm, cost, loss, or injury that may arise due to their actions affecting third parties or the destruction or damage of third-party assets during their involvement. As such, the participant agrees to absolve and indemnify Lupine Racing Ltd. and all individuals involved in the supervision, management, and assistance of Lupine Racing Ltd. events from any related legal liability.

By joining an event, the participant releases Lupine Racing Ltd., including its individual members, affiliates, and everyone engaged in the organization, supervision, management, and support of Lupine Racing Ltd. events, from any and all responsibility for injuries, losses,

expenses, or damages incurred by the participant or their property as a consequence of their participation in any Lupine Racing Ltd. event.

### **Acknowledgement of Risk**

Each participant acknowledges that participating in the Event is potentially dangerous and may involve:

Entering certain Territories (via a route chosen by the entrant) that are considered highly dangerous and unsuitable for foreign travel due to physical terrain, political, or social climates.

In light of these risks, and in consideration of this Agreement, each participant voluntarily agrees to participate in the Event at their own risk, assuming all risks of loss, injury, or death that may occur.

Except in cases of negligence or willful misconduct, the Company, any Official, the Event Director, or their officers, agents, or employees shall not be liable for any death, personal injury, damage to property, or any other loss suffered by a participant during the Event.

Under no circumstances shall the Company be liable for indirect or consequential losses, including but not limited to loss of profits, business opportunities, reputation, or publicity. Each participant agrees to be liable for any death or personal injury to third parties, damage to property, or other claims arising from any negligent or willful act of any participant during the Event.

Each participant agrees to indemnify and hold the Company harmless from any costs, claims, demands, or damages arising from breaches of this Agreement or from the actions or omissions of the participant.

The participant must ensure that they out travel and medical insurance and that the necessary insurance for participation in the Event is obtained as required by relevant laws. A copy of these insurance policies must be provided to the Event Director upon request.

The participant acknowledges that the launch venue may present hazards and risks. All site rules, restricted areas, and instructions must be followed.

### **Imagery**

The participant also grants permission for any images or recordings featuring them during their participation in Lupine Racing Ltd. events, whether captured through video, photography, or digital means, to be used exclusively for Lupine Racing Ltd. promotional materials and publications. They relinquish all claims to compensation, ownership rights, and copyright in connection with these materials.