

## The Small Print

### Ride Out Terms & Conditions

Please retain these terms and conditions for future reference:

#### REGISTRATION/ENTRY

- \* This agreement starts with the entry.
- \* By using this system to register your details, or enter an event you consent to the conditions described below:
- \* You must be at least 16 years old to use this entry system. You may only use the system for registering your own details and for those of other friends, family and club mates who have granted their permission.
- \* Entries will be taken online and will be given on a first come first served basis.
- \* Please bring your entry confirmation of entry with you on the day (for sign-on.) All riders must sign on before the event - full event description and important riders' information will be emailed directly to riders prior to the event. If the registered starter cannot attend the event, they have no right to reclaim the registration fee. No rider may use another rider's event number.
- \* When entering an event, we ask for each person's name, date of birth, gender and for any other details required by the event. When entering events on behalf of other people you must obtain their permission to provide this data.

#### REFUND POLICY

- \* If for any reason you are unable to attend the event, please let us know a minimum of 48hrs prior to the event and we will arrange a refund of your £20 deposit. If you do not inform us that you are unable to attend the event within this time scale, we will retain your deposit.

#### CANCELLATION

- \* If the safety of riders and staff becomes an issue, we may have to cancel an event, or if we have to cancel the event for reasons out with our control. This will be announced on our website as soon as possible before the event, and riders will receive a refund minus an admin fee.
- \* If an event is cancelled due to adverse or dangerous conditions any time after 72 hours prior to the start of the event we will refund a percentage of the entry fee taking in account any outlaid costs.

#### BIKES, SAFETY, COURTESY, COMMON SENSE

- \* Every rider is responsible for their bike and equipment. The condition, quality and construction of these should be suitable to ensure the safety of the rider and others.
- \* Helmets are compulsory and must be done up properly at all times on course. Either open or full-face helmets are permitted.
- \* Gloves, knee pads and elbow pads are strongly advised.

\* The course features climbs and descents on a wide variety of trail surfaces. All riders must complete the entire course on the same bike – frame, suspension (rear and front) and wheels.

\* Riders are always responsible for their own safety.

\* The transition/linking sections may include public roads with traffic present, where you must ride responsibly and considerately, and follow the Highway Code at all times. For riders from abroad, please remember to ride on the left.

\* Every rider is responsible for their bike and equipment. The condition, quality and construction should be suitable to ensure the safety of riders or other persons. Riders must carry sufficient spares for their own use. Mechanical support is not available.

\* All equipment used at an event must be fit for purpose and ridden / used at rider's own risk.

\* Overtaking etiquette: Please be polite as aggressive riding behaviour is never acceptable. A friendly eg. "rider on your left" call is fine. Choose safe places to overtake. Never force another rider to take evasive action if you are passing.

If a faster rider is behind you, please allow them past at the earliest safe place.

\* Bar end plugs must be fitted.

\* No goggle tear-offs allowed.

\* If you retire for any reason, please inform an event official.

\* All instructions given by event officials must be observed.

\* All equipment used at an event must be fit for purpose and ridden / used at riders own risk.

\* The event is open to all professionals and amateur riders, no licence is required unless specified.

\* The Borders are beautiful, please don't drop any litter. Leave nothing behind, take everything with you.

\* Other recommended equipment:

o Mobile phone. Please carry this with you. In exceptional circumstances (eg weather warning) we may contact you by text or phone before or during the event.

o Full body cover and waterproof jacket if conditions cold/wet

o Suitable backpack

o Back protector

o Emergency blanket

o Innertubes/ puncture repair kit, spares

o Multi tool,

o Basic, well maintained first aid kit

o Map

o Food and fluids

o Eye protection (glasses or goggles)

## RESPONSIBILITIES

\* Riders attend the event on their own account and at their own risk. The rider is responsible for the safety of his/her bike and clothes. The organisation is not responsible and cannot be held responsible for any injuries and/or damages as results of any action during the event.

- \* This agreement starts with the entry. The organisation reserves the right to make any necessary changes or even to cancel the whole event according to safety problems at any time in the event, official orders, government laws and other unforeseen events.
- \* Every rider must provide an emergency contact number.
- \* If an official car park is offered during the event, usage of this will be at your own risk. The organisation is not responsible and cannot be held responsible for any loss, theft and/or damage as a result of parking at our events.

#### WAIVER OF LIABILITY

- \* Every rider understands and admits that his participation in the event is voluntary. He assumes full responsibility for any injuries or damages from his participation in the event. He recognises and understands that the activities may be hazardous, that his participation is solely at his own risk and that he assumes full responsibility for any resulting injuries and damages that may occur.
- \* Every rider affirms, that he is in good health. He declares that he is physically fit and capable to participate in the event.
- \* Every rider has to acknowledge that he has read and understand this entire waiver of liability and agrees to be legally bound by it.

#### WITHDRAWAL

- \* The event officials hold the right to withdraw starters if they feel there is a danger for the starter or any other person. DATA PROTECTION ACT 2018 – Personal Data
- \* By submitting an application to take part in an event, the participant also allows the event organisers to use personal data for campaigns and activities connected specifically to that event, future editions of that event and other related events.
- \* The personal data and entry specific information you give will be used by the Event Organisers for the purpose of processing and publishing entries and results and of maintaining participant information. We may pass your information to our third party service providers, agents, subcontractors and other associated organisations only for the purposes of event-related activities, or providing services on our behalf eg. timing. Only the necessary personal information will be shared. This data will never be used for third party direct marketing or any other purposes. We undertake this data sharing on the basis of our legitimate interests and participant services and safety.
- \* The organisers shall have unlimited rights to publish pictures and videos of the participants; to forward these photos to media representatives and to use them for marketing activities.
- \* To register for this event, you must provide a valid email address so we can send you confirmation of your registration and of any entries you make. The email address supplied (and any email addresses given when registering other people) may be used by the Event Organiser to send out information about the events you enter. It may also be used after the event ends to send follow-up information about the event / future events / memberships they may organise.
- \* Credit and Debit card details are held solely by the Payment Service Provider and are unknown to the Event Organisers.
- \* In the event of a medical incident information may be shared between the Event Organiser (Hillside Outside Ltd) and the emergency service providers (including but not limited to Tweed Valley Mountain Rescue, Scottish Ambulance Service, Scottish Police). This

ensures that all parties have the information required to provide safety and medical services, to best manage the incident and any subsequent requirements.

\* Full Privacy Policy [http://hillsideoutside.com/privacy\\_policy.pdf](http://hillsideoutside.com/privacy_policy.pdf)