



NEO12 RACE EVENT TERMS & CONDITIONS

Definitions

The group organising the Neo12 race are referred to in this document as “the Organisers”. The “Participant” or “Entrant” means an individual entering the event. The race event is referred to as “Neo12” or “the Event”.

On submitting entry to the Event the Participant agrees to comply with the terms and conditions listed herein, failure to comply may at the sole discretion of the Organisers, result in your disqualification from the Event. The Participant also understands that the following terms and conditions apply to all & any mechanics/friends/team members that may attend the event with the Participant of who the Participant is responsible for. Any Participant under the age of 18 must have an adult/guardian present during the Event who is responsible for them.

Waiver

i. Organiser’s release of liability in consideration for being permitted to participate in the Event, the Participant hereby waives, releases and forever discharges, for himself, his heirs, executors, administrators and legal representatives, any and all rights and/or claims which the Participant may have against the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by him directly or indirectly arising out of his participation in the Event (including the application of emergency or medical services at the Event). Further, the Participant covenants not to take any action against the Organisers, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by the Participant directly or indirectly arising out of his participation in the Event. This release and discharge includes, but is not limited to, claims for property damage, economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of the Participant’s participation in the Event (including all legal costs associated with such claims).

ii. The Participant hereby agrees to indemnify the Organisers, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of the Participant’s actions and/or participation in the Event, including without limitation, the violation of any laws or regulations by the Participant or the Participant’s breach of these Terms and Conditions of Entry.

General rules, safety & advice:

For reasons of fairness, safety and responsibility the Participant is expected to abide by the following rules and regulations as laid out by the Organisers in this document and event rules listed in future documentation. Ignorance of these rules and regulations shall be regarded as no excuse and failure to comply with these rules and regulations may lead to penalties or disqualification from the event.

Please at all times show respect for the environment, Organisers, equipment, college property, local communities and other Participants. Any damage caused will be deemed as a violation of the Terms and Conditions of Entry and result in immediate disqualification. In addition to the terms & conditions listed herein, the college's rules apply to all entrants & associates as well.

- a) Co-operate with Event Officials at all-time
- b) Do not put yourself in any unnecessary danger
- c) No smoking in the pit hall, track or any of the college buildings. (UK Law)
- d) Please use bins (trash cans) provided for rubbish (trash).
- e) Please bring your own pit towel to protect the surface of the pit tables.
- f) Max 2 mechanics per driver in pit lane.
- g) No shows (drivers not booked in) places will be re-allocated at 12:00 Friday 6 April 2012 unless confirmed via telephone on the day or prior to the event
- h) Result Protests: Results of heats can be protested up to 30 minutes after the heat finishes. Results of Finals can be protested up to 10 minutes after the Race Finish.
- i) If you have a problem please contact a race official
- j) The Race Directors' decision is final

Hazards & Risks and Compliance

Compliance It is the sole responsibility of the Participant to comply at all times during the Event with all applicable laws, byelaws and regulations of the United Kingdom, , including without limitation, laws relating to the possession or use of alcohol, drugs or other prohibited substances.

You are expected to be able to look after yourself and you declare that you are physically fit and healthy enough to take part in activities during the event.

The Participant acknowledges and understands that the Event is a potentially hazardous sporting event. The Participant acknowledges and accepts that participation in an event such as the Event is potentially dangerous and that there are numerous risks associated with participation. Further, the Participant fully understands and accepts that his participation in the Event may in the unlikely event result in serious bodily injury and/or death to yourself or others. The Participant enters the Event voluntarily and with full knowledge and understanding of the risks associated with participation in the Event, the Participant is strongly advised to take every reasonable precaution and in the case of any questions is advised to contact the Organisers prior to the Event.

The Participant declares that he voluntarily enters the Event with full knowledge and understanding of the risks associated with the participation in the Event. The Participant acknowledges and understands that it is his/her personal responsibility to arrange for insurance cover for the Event if the Participant wishes to be covered by insurance. The Organiser will not provide insurance cover for Participants in the Event. By agreeing to the declaration on the Event Entry Form, the Participant accepts that the Organiser has made this clear to the Participant in advance of the Event.

Participant's Property during Event

The Organiser accepts no responsibility for the loss of, theft, or damage to any property owned by or under the control of the Participant deposited by the Participant in the Event's pit hall and/or any other on-site locations. This includes any transport of equipment that may be in element of the service provided during the event by, or on behalf, of the organisers.

The Organisers advise Participants to keep track of their property at all times and remove all items of value prior to the pit hall being locked each night.

The Participant agrees to dispose of litter in any of the many available bins / trash cans on site.

Event entry, refunds, deferments

The organisers are not responsible for any accommodation bookings made as a result of the entry process or where other bolt-on services such as travel products, hire services or otherwise are bought.

Upon submitting entry to the event, the Entrant understands that he/she has registered their interest to participate; this is reflected by the entry status 'Entry Requested'. The Organisers employ a selective entry policy due to high demand experienced during previous years in order to assemble as strong an entry field as possible. Selected Entrants will be invited to confirm their entry at the organisers' discretion, in such case your status will change to 'Awaiting Confirmation', you will receive an email with details on how to transfer the entry fee monies, you will be expected to transfer the monies within a set time period, failure to do so will result in your entry status reverting to 'entry requested'. Once the entry fee monies have been received by the organiser your entry status will be listed as 'Confirmed & Paid'.

Entries may not be transferred between Entrants without express written consent from both Entrants and approval from the Organiser, an administration fee of 5.00 GBP will need to be paid in advance before any transfer is confirmed.

Cancellation

If the Event has had to be cancelled in advance of its taking place entry fees shall be refunded in full by the Organisers upon written request. All such requests must be sent to the Organiser by email to info@theneorace.com no later than 9 April 2012. Refunds shall be paid within 28 days of the written request by the Participant to the Organiser for the refunded monies less any sending charges incurred during the original transaction.

Should any entrant find that they are unable to attend whether 'entry requested', 'awaiting confirmation' or 'confirmed & paid' the organisers appreciate prompt communication advising them of this. If the entrant is confirmed to attend the Event, the refund policy applies.

Entrants wishing to cancel their entry must advise the Organisers via email, the following refunds will apply:

Within 40 days prior to event	– 85% of total entry fee refunded
Within 30 days prior to event	– 65% of total entry fee refunded
Within 20 days prior to event	– 50% of total entry fee refunded
Within 15 days prior to event	– 25% of total entry fee refunded
Within 10 days prior to event	– 0% of total entry fee refunded

The percentages above refer to the total entry fee amount, cancellations made by entrants on or before 25 February 2012 will be refunded 100% of the entry fee less any sending/receiving charges.

The Organiser's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy and/ or on the Event website. The Participant is advised to visit the Event website regularly.

Organiser's Event Equipment

All reasonable care is expected to be exercised by the Participant in relation to Organisers' equipment, this includes, but is not limited to tables, chairs, computers, audio equipment, cabling, fencing, internal structures. If a Participant is found to have wilfully or maliciously damaged equipment or where negligence has been shown in the care of such equipment, the Participant hereby accepts that the Organiser has the right to exclude them from the event and charge the Participant for the cost of replacing the equipment.

The Organisers expect all reasonable care to be exercised by Participants with regards to the College's property.

Image Rights

By participating in the Event the Participant consents to being photographed and/or to be included in the filming of imagery recording the Event and/or to be included in sound recordings of the Event. The Participant hereby waives any and all rights of publicity or privacy and hereby grants to the Organiser the sole, full and complete permission and authority to utilise and exploit the participant's appearance in the Event in any and all manners and media throughout the world in perpetuity without the need for any further approvals from the Participant.

The Participant expressly waives any claims against the Organiser (including their directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of Event imagery or sound and/or any promotional materials relating to the Event.

The Participant is more than welcome to take photographs and film footage of his participation in the Event but agrees to not live broadcast audio or video over the internet.

[Last updated 21/11/2011]

