

The SCOTTY Challenge terms and conditions.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE ACTIVITY, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

The SCOTTY Challenge (the activity) is a physical fundraising activity organised by Scotty's Little Soldiers (the charity). In consideration of being permitted to register and/or participate in the Activity, on behalf of yourself, your heirs, assigns, executors, successors, and legal representatives, you agree to the following:

1. Representations

By registering for the Activity you agree that you are in good physical condition, are able to safely participate in the Activity, have trained sufficiently for the Activity, and have no medical condition that would make your participation in the Activity more hazardous. You agree that you know of no reason why you would be incapable of safely participating in the Activity. You understand and agree that the Charity is not liable to provide medical care or assistance in the event of injury whilst participating in the Activity.

2. Waiver of Liability and Release Agreement

YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE THE CHARITY, ITS TRUSTEES AND ALL OTHER PERSONS ASSOCIATED WITH THE ACTIVITY, FOR ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS, COSTS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE ACTIVITY, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, DEMANDS, ACTIONS, COSTS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES, THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

THE CHARITY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CHARITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING OR EXCLUDING THE CHARITY'S OR ANYONE ELSE'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY.

3. Indemnity.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CHARITY AND ALL OTHER PERSONS ASSOCIATED WITH THE ACTIVITY, FROM ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS, COSTS, DAMAGES, OR FEES (INCLUDING LEGAL FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE ACTIVITY, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF THE CHARITY, (B) YOUR USE OF ANY OF THE CHARITY'S WEBSITES, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT.

4. Assumption of Risk.

IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE ACTIVITY, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE TRAINING FOR THE ACTIVITY OR DURING THE ACTIVITY. YOU UNDERSTAND THAT PARTICIPATING IN THE ACTIVITY MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT REGISTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE ACTIVITY. IT IS YOUR RESPONSIBILITY TO CHECK AND TO ENSURE THAT YOU ARE AT ALL TIMES MEDICALLY AND PHYSICALLY FIT TO PARTICIPATE IN THE PHYSICAL ACTIVITIES AND MOVES RELATED TO THE ACTIVITY. YOU ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE ACTIVITY CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH.

5. Use of Likeness

You hereby irrevocably grant the Charity permission to record your voice and photograph you in conjunction with the Activity. You understand and agree that the term “photograph” as used herein encompasses both still photographs and video recordings. You further grant the charity permission to use your photograph, voice, and likeness taken in conjunction with the Activity, in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, and/or satellite transmissions, worldwide for any legitimate purpose including, without limitation, any commercial purpose, without compensation to you. You further waive any right of inspection of any such recordings and photographs. You understand that any such recordings and photographs recorded by, or used by, the charity shall become the sole property of the charity and/or the photographer, as applicable.

7. Acceptance

BY CONTINUING WITH THE REGISTRATION PROCESS AND THEREBY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

8. Intellectual Property

The SCOTTY Challenge, Scotty’s Little Soldiers, Fear Naught and associated logos are copyright property of Scotty’s Little Soldiers CIO (registered charity number 1170528). The intellectual property of the Charity cannot be used without prior permission of the Charity and must not be altered, cropped, or amended in anyway.

9. Data Protection

The Charity takes the protection of your data very serious. Details of our data protection and privacy policy can be found on the Charity’s website at www.scottyslittlesoldiers.co.uk