

## General Waiver & Registration Policies

I, the applicant (also referred to hereafter as the "participant"), understand that for the purposes of this Waiver, the "Event" is defined as all activities related to the event to all of the TRY EVENTS' series races, LS Chilly Chase, LHS Fort Langley Historic, Vancouver Hot Chocolate, Shamrock'n Race, SFN Canada Day ROCK, Chilliwack Fair Donut Dash & Beer Maze, ASAP Rubber Ducky Run, RMH BC Boundary Bay, Vancouver Historic, including but not limited to the primary sporting activity, other associated sporting activities, associated training camps, socials, clinics, and gatherings organized by TRY EVENTS, (hereafter referred to as the "Event Organizer"). I, the applicant, on behalf of myself, members of my family, my heirs, executors, administrators and assigns, hereby forever release, discharge and hold harmless the Event Organizer, the City of Vancouver, Township of Langley, Delta, Burnaby, Fort Langley, White Rock City, and its representatives and agents including without limitation, Event sponsors, Event directors, Event contractors, Event producers, municipal, provincial, federal governing agencies, park governing agencies, and all other entities associated or involved in the organization or staging of the Event, volunteers, all venues in which Events or segments of Events are held, and the officers, directors, employees, heirs, assigns, representatives and agents of any of the above, from all claims or liabilities for death, personal injury, property damage, theft or damages of any kind, howsoever incurred, which arise out of or relate to my participation in, or my traveling to and from, or in any way connected to, the Event and activities and notwithstanding that the same may have been contributed to or occasioned by the negligence of these stated parties. I agree not to bring any claim against the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and I indemnify and hold harmless the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions during and participation in this Event. I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES. I attest that I am physically fit and sufficiently trained for this strenuous competition. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation. I, the applicant, agree to all Event conditions, any instructions given to you by the Event Organizers and officials of the Event, and the following Conditions of Entry:

### CONDITIONS OF ENTRY

#### 1. ENTRY

1.1 The participant is aware and agrees to the Registration Policy as described on the Event registration form and below.

1.2 All participants must be able to provide proper ID if required at check-in.

1.3 Where the participant is provided with an electronic timing chip, it should be used in accordance with the instruction. The participant must return the electronic chip at designated points located near to the finish line. If the participant fails to return the electronic chip, the participant will be charged for the replacement cost of the chip. (\$40)

## 2. EVENT SAFETY

2.1 At all times during the Event you must adhere to all instructions given by the Event officials.

2.2 Participation in the Event is personal to the participant that registers for the Event; the participant is strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number. Any breach of this Condition shall render the entry void. If the participant is found to be in breach of this Condition the Event Organizers reserve the right to exclude the participant from participation in future Events.

2.3 Participants are not permitted to use the following items in the Event:

2.3.1 any wheeled device (with the exception of wheelchairs and strollers subject to Condition 2.5) including bicycles, inline skates, etc.;

2.3.2 any artificial aid;

2.3.3 any pets or animals; or

2.3.4 iPods/MP3 players/headphones: The Event discourages the use of these devices for the runner's safety and the safety of those around them. There is no risk of disqualification for simple use, however, if a runner puts themselves or other runners at risk, directly or indirectly through the use of these items, the Event reserves the right to disqualify the participant. \* NO iPods/MP3 players/headphones on any routes that share the roads with vehicles.

2.3.5 any other item that could potentially inhibit the flow or safety of other participants or which the Event officials deem may cause danger or risk of danger to the participant or other participants.

2.4 The participant warrants to the Event Organizers that on the day of the Event, the participant will be sufficiently fit and healthy to participate in the Event unaided and in accordance with the Conditions of Entry. The participant acknowledges that a 5km, 10km, 15K, Half Marathon and Marathon event is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The participant assumes those risks, and agrees to participate in the Event entirely at their own risk. The participant certifies that they are physically fit, have sufficiently trained for participation in this Event, have taken all precautions which are necessary and prudent for safe participation, and have not been advised against participation by a qualified health professional.

2.5 Only a self-propelled wheelchair without gears or any mechanical, powered or electronic aid or device is permitted for use. Baby strollers are permitted. Non-competitive wheelchairs and all baby strollers must start at the back of the field to reduce tripping hazards when the field is most congested. The participant acknowledges that they are responsible for the roadworthiness and correct operation of their wheelchair or stroller used for the Event. Baby strollers are not permitted on any route that shares the road with vehicles, when unsure contact [run@tryevents.ca](mailto:run@tryevents.ca)

2.6 The participant acknowledges that they are responsible for the dependability, safety and correct operation of any personal equipment used during the Event.

### 3. REMOVAL FROM EVENT

3.1 We reserve the right to refuse entry to the Event or to ask you to cease participation if:

3.1.1 the participant fails to follow instructions given by Event officials;

3.1.2 the participant attempts to participate in the Event in a manner that the Event Organizers and/or Event officials believe:

1. may cause injury to the participant or another participant;

2. may damage or harm the environment;

3. is likely to cause offence; or

4. otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 2;

3.1.3 the participant is unfit to participate in the Event due to:

1. the consumption or use of alcohol or drugs;

2. an injury or illness; or

3.1.4 the participant fails to arrive at the start location at the specified time; or

3.1.5 the participant is unable to make sufficient progress in the Event that will allow them to complete the event within reasonable timelines at the discretion of the Event Organizers. Those who finish outside of the time limit may not receive full on-course support from Aid Stations and traffic personnel.

3.2 If, in accordance with Condition 3.1, if the participant is refused entry to the Event or is asked to cease participation in the Event, the participant must remove their electronic chip and return it to an Event official.

### 4. WITHDRAWING FROM THE EVENT

4.1 If in advance of the Event, the participant plans not to participate in the Event for any reason, they should inform the Event Organizers as soon as possible (no refunds are available).

4.2 If the participant decides to withdraw during the Event, the participant should inform an official of the decision immediately and submit their timing chip so the Event Organizers can account for all of the participants.

## 5. CANCELLATION OF THE EVENT

5.1 The Event may be cancelled if circumstances beyond reasonable control arise, including, without limitation, war, civil or political unrest, terrorism, inclement weather conditions, natural disasters, wildlife interaction or acts of god. No refunds will be issued in the aforementioned scenarios.

5.2 If the Event was to be canceled due to circumstances within the control of the Event Organizers, for example not receiving the proper permits and permissions from governing bodies, low registration numbers, etc, the participant will receive a full refund less the on-line processing fee.

5.3 In the event of cancellation, the Event Organizers will have no responsibility for any costs incurred by a participant a result of cancellation including any travel or accommodation costs.

## 6. DATA PROTECTION

6.1 For the purposes of this Condition 6, personal information includes medical data collected for health and safety purposes ("Personal Information").

6.2 The participants agrees that the Personal Information relating to them can be stored, used by the Event Organizers and its partners in connection with the organization, staging and administration of the Event.

6.3 Medical information may also be used to allow medical assistance to be given to the participant.

6.4 The participant agrees that the Personal Information relating to them may be used by the Event Organizers and the Event partners (under anonymity) in connection with the compilation of statistical information.

6.5 The participant agrees that their name, image and contact details can be used by the Event Organizers and Event partners for the purposes of:

6.5.1 adding the participant to a mailing list to keep the participant informed about the Event, updates of relevant information

6.5.2 the promotion and marketing of the Event and Event features;

6.5.3 adding the participant to a mailing list to keep the participant informed about any future events and services such as leisure activities relating to either similar types of events or activities;

6.5.4 promotional and marketing material in respect of similar events, other community based activities organized by the Event Partners, (together the "Marketing Information").

6.6 If the participant would not like the Event Organizers or Event partners to use the Marketing Information or Personal Information other than for purposes related to you participation in the Event, please e-mail the Event Organizers with this request.

## 7. CHANGES TO THE EVENT

7.1 The Event Organizers reserve the right to change the course, or make any other amendment to the Event that is deemed necessary to stage the Event. This could include but is not limited to; changing the race route, delaying the race, stopping participants on the course until the situation is deemed appropriate to continue, altering the distance of the route, canceling or other measures deemed necessary by the Event Organizer. Any change to the Event will be communicated to the participant at the Event or sooner if possible.

7.2 Should the course be changed no refunds will be issued.

## 8. USE OF IMAGE

8.1 The Event Organizers will have full permission and licence to any and all photographs, motion pictures, videotapes, recordings or any other record of the participant in this Event for any purpose including commercial use, for no cost or charge. The participant's email address and contact information will be shared with the Official Event Photographer.

## 9. LIABILITY

9.1 In no circumstance shall the Event Organizers be liable to the participant, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

9.1.1 loss or damage;

9.1.2 loss of profit;

9.1.3 loss of reputation;

9.1.4 loss of business, revenue or goodwill;

9.1.5 loss of anticipated savings;

9.1.6 pledges made on the participant's behalf or by the participant to a charity; or

9.1.7 consequential or indirect loss, regardless of whether the loss or damage:(a) would arise in the ordinary course of events;(b) is reasonably foreseeable; or(c) is in the contemplation of the parties, or otherwise.

## 10. GENERAL

10.1 If there is a conflict or inconsistency between any provision contained in the body of the “RELEASE WAIVER, INDEMNITY AND CONDITIONS OF ENTRY” and any provision contained on the Event website or other locations, except where provided to the contrary in the latter, the “RELEASE WAIVER, INDEMNITY AND CONDITIONS OF ENTRY” will prevail to the extent of the conflict or inconsistency.

10.2 The Agreement shall be governed by BC law, and the parties submit to the exclusive jurisdiction of the BC courts.

10.3 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

10.4 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

I acknowledge that the various race sponsors, organizers and administrators, permitting me to participate in this Event, accept my statements on this release waiver and conditions of entry. I hereby affirm that I am eighteen (18) years of age or older. If I am younger than eighteen (18) years of age, a parent or guardian must give permission by agreeing to this waiver by clicking on the “I agree to Waiver” box to signify their permission for me to enter this Event.

### **TRY EVENTS Registration Policies**

The dry, boring, but important stuff we need to mention  
–just making sure only the safe, fun stuff happens!

#### **A) GENERAL POLICIES:**

1. *Age Restrictions:* Our race registration Age Policy requires that as of race day, registered participants must be 18yrs or older, all Half Marathon participants must be 16yrs or older; all 5km, 10km and 7miler participants must be 13yrs or older to compete on their own.

Any participant under the age of 13 must be accompanied by a guardian and all participants under the age of 18 must have guardian approval.

**This policy follows international standards, has been informed by our external medical advisers, and is in place for the safety of participants.** Parents/guardians must sign the Letter of Authorization for participants aged 16-19 and parents/guardians are urged to ensure that young runners have the training and pace judgement needed to complete the event comfortably and safely. Event organizers reserve the right to require proof of age.

2. *Prohibited Items:* The use of strollers, bicycles, inline skates, pets, and elite pacing are strictly prohibited. The right to disqualify runners who fail to comply with these regulations is at the sole and exclusive decision of TRY EVENTS.

3. *iPods/MP3 players/headphones:* For the runner's safety, music devices are prohibited. There is no risk of disqualification for simple use; however, if a runner puts themselves or other runners at risk through an unsafe act that event officials determine was caused directly or indirectly through the use of a prohibited item, the runner may be disqualified.

4. *Pacing Requirement:* The Marathon has a course time limit of 5 hours, and the Half Marathon has a course time limit of 3 hours. To ensure the safety of our participants, the City of Vancouver requires the races to follow a rolling closure/open protocol, which means that the roads will NOT be closed for the entire duration of the races.

Participants must maintain an 8-minute per kilometre pace (approximately) and complete the course distance – Start Line to Finish Line – within the event time requirement. After 3 gentle reminders, any participants still out on course after the cut-off times will be asked to remove their bibs and will no longer receive support from the event. A sweep vehicle will be available for pick up if necessary.

5. *Course Hours:* Please see the specific race event for course hours at [www.tryevents.ca](http://www.tryevents.ca)

6. *Course Availability:* The event is restricted and limited to registered participants only.

**\* Please Note: all fees are in Canadian dollars.**

## **B) REGISTRATION POLICY**

### **IMPORTANT INFORMATION about Registration**

1. **Refunds** - Sorry, no refunds on entry fees.
2. **Deferrals** – Sorry, deferrals are not available. You can downgrade to a shorter race while race numbers last.
3. **Transfers** – Sorry, registration transfers are not available. A person running in your place with a different gender or a different age group can lead to errors in the results, and deny legitimate winners of their justly won prizes. Also, in the event of an accident or medical condition, wrong information may have serious consequences. If you are unable to run, you can still pick up your race shirt (if you registered prior to posted deadline), at the announced Race Package pickup dates, times and locations specific to each event at [www.tryevents.ca](http://www.tryevents.ca).

**Note: there will be no post-Race Package pickup.**

4. **Downgrades** - There are no refunds associated with downgrades. Downgrades can be made online by logging into your Race Rooster profile, click “edit” and go through the changes and saving steps. \*\$5 processing fee for distance changes
5. **Upgrade** - You will pay the difference in fee from the time you registered. For example, if you paid \$60 for the Half Marathon when you registered and want to upgrade to the Marathon after Sept. 15, which costs \$70, you will pay \$10.00. Upgrades can be made

online via your Race Rooster profile, go through the changes, saving steps and making payment.

(Note: Participants will not be able to upgrade to events that are sold out).

\*\$5 processing fee for distance changes

### **C) REFUND POLICY**

It is a TRY EVENTS policy that no refund of entry fees will be issued nor will any transfer be made to other events. It is the responsibility of the entrant to pick up their Race Package from registration. Race Packages will not be mailed prior to or after the event. After the event has started T-shirts may not be available, and prior to the event are available on a "first-come, first-served" basis.

### **ENTRY FEES ARE NON-REFUNDABLE, NON-TRANSFERABLE AND NON-DEFERABLE UNDER ANY CIRCUMSTANCES.**

For Legal and Liability reasons Runners cannot offer their unused bib to any other runner. Runners are not allowed to defer their unused entry to the following year.

### **Rules of Competition**

1. Participants must stay within course boundaries, as designated by officials, marshals' traffic cones, barriers, and other markings, at all times. Failure to do so may result in disqualification and ineligibility for future TRY EVENTS events.
2. Participant bib numbers must be fully visible at all times on the front of the body.
3. Participants are advised not to invite anyone not officially registered for the event to join in any part of the race. Any runners not officially registered for the event will be given one warning before the Police will be advised, and the runner will be removed from the course.
4. TRY EVENTS reserves the right to disqualify any individual from TRY EVENTS events. This disqualification may be based on, but is not limited to, all race policies; unsportsmanlike conduct; competing with an unofficial bib number; competing with an official bib number assigned to another person; transferring or attempting to transfer an official bib number, or to obtain such bib number, from another person; being paced during the race by a person not entered in the race; accepting assistance from non-race participants; crossing the finish line without having completed the entire course; and providing false information on the race entry form. Individuals disqualified from a race will be removed from the race results and may be barred from future events.