



BRIT
2021 CHALLENGE

UNITING TO SUPPORT YOUNG ADULT MENTAL HEALTH IN AID OF:



The BRIT 2021 Challenge – The BRIT Challenge (The British Inspiration Trust - BRIT) Agreement, Waiver & Fundraising Dos and Don'ts

for your fundraising activity in aid of BRIT and our Partner Charities (Event)

Please read the following “Agreement, Waiver and Fundraising Dos and Don'ts” carefully as it affects your legal rights. Each organisation that has decided to voluntarily participate in the BRIT 2021 Challenge (The BRIT Challenge) fundraising activity in aid of BRIT and our Partner Charities (Event) must agree to be bound by this Agreement and Waiver. By your organisation (team) participating in this Event, you acknowledge and agree on behalf of your organisation (team) that you have read the Agreement and Waiver carefully and agree, on behalf of your organisation (team), to be bound by the terms set out below.

This registration is to let us know that your organisation (team) and its members have decided to voluntarily participate in a fundraising activity in aid of BRIT and our Partner Charities. Your organisation is responsible for your Event and fundraising activity in aid of BRIT and our Partner Charities.

We are The British Inspiration Trust (Charity Number: 1137795), referred to as “we”, “us”, “our” etc. in this Agreement, Waiver and Fundraising Dos and Don'ts. Any references to “you” “your” etc. means the individual representing the organisation (team) and its members participating in your organisation's fundraising activity in aid of BRIT and our Partner Charities.

If you are participating in this fundraising activity in aid of BRIT and our Partner Charities, thank you! We want to ensure you stay safe and legal. By agreeing this Agreement, Waiver and Fundraising Dos and Don'ts, you understand that it is your organisation's responsibility to organise all aspects of any fundraising activity in aid of BRIT and our Partner Charities and you shall comply with the instructions and guidance provided in this Agreement, Waiver and Fundraising Dos and Don'ts.

If anyone under 18 is involved, in the fundraising activity in aid of BRIT and our Partner Charities, in any way, please make sure that they have permission from their parent or guardian and are properly supervised by a responsible adult. Under 18s' should never approach strangers about fundraising.

Unless otherwise agreed, you will be responsible for any costs, taxes or expenses incurred or arising in connection with your fundraising activity in aid of BRIT and our Partner Charities.

Key points you must understand before you register on behalf of your organisation, to let us know your organisation (team) and its members are participating in this Event and fundraising activity in aid of BRIT and our Partner Charities.

- **Your organisation, team and its members are participating in the Event entirely at their own risk.**
- **Your organisation understands that the Event may be physically challenging and could result in injury or death. Your organisation must be satisfied that you team are physically capable of participating in the Event.**
- **Your organisation must seek prior medical advice if you have any concerns about any of your team's ability to safely participate in the Event.**
- **We are not responsible for organising your organisation's (team) or its members' participation in the Event and have no control over who, from your organisation, participates at your Event, or the premises that is used for the Activity. It is your organisation's responsibility to do this in conjunction with your team members and the organisation they attend or are employed by.**
- **Where you have registered for the Event (to let us know your organisation is participating) on behalf of your organisation and team, you represent and warrant that you have full authority to register for the Event (to let us know your organisation is participating) on their behalf.**
- **Each and every participant must agree to your organisation's Terms & Conditions for use of Sports Equipment, Physical Activity and Fundraising Activity, and follow your procedures to ensure they are fully insured by your organisation and that your organisation takes full responsibility for their fundraising activity on your premises prior to participating in your Event. If they are participating in the Event outside of your premises, then every individual does so at their own risk.**
- **You must identify and obtain suitable premises (Event Premises) for your participation in the Event if activity takes place on your premises.**
- **You must inform your participants that if they participate outside of your premises, they do so at their own risk.**

1. Agreement between your organisation (team) and us

1.1 In consideration of you registering, to let us know that your organisation is participating in the Event, you agree to be bound by this Agreement and Waiver. You must not register your organisation (team) and allow any member of your team to participate in the Event if you do not agree to be bound by this Agreement and Waiver. You represent and warrant to us that you have full capacity to register for the Event on behalf of your organisation (team), yourself and any other party. You also represent and warrant that your organisation (team) are all capable of participating in the Event.

2. Restrictions and requirements

2.1 In order to register, to let us know that your organisation (team) are taking part in this Event and fundraising activity in aid of BRIT and our Partner Charities:

2.1.1 You must be at least 18 years of age.

2.1.2 Your organisation (team) members must attend or be part of a recognised university or college, The Fire and Rescue Service, Emergency Services, Her Majesty's Armed Forces, registered British Rowing Club or Sports Club or Corporation/Business. Other organisations may apply to register and follow our registration process and agree to our Agreement and Waiver. If you are not part of an organisation you may apply to register but acceptance will be at our sole discretion. In any event, we reserve the right to refuse your entry at our sole discretion even if you have registered.

2.1.3 You acknowledge you are responsible for your organisation's (team) and its members' own fundraising activities.

2.1.4 You acknowledge that you are responsible for arranging Event Premises, undertaking risk assessments and organising your participation in the Event in conjunction with your team members and your Organisation. We are not responsible for organising Event Premises or your participating in the Event and this includes without limitation organising travel arrangements, supervising, hosting and/or participating in the Event.

2.1.5 You must provide your own rowing machines for the Event.

3. Health and safety

3.1 Your organisation is responsible for organising, supervising and hosting your fundraising activity in aid of BRIT and our Partner Charities and for your team's participation in such activity ("Activity")

3.2 You acknowledge that it is your responsibility in conjunction with your team and organisation to make suitable arrangements to allow you to safely participate in the Event, including arranging Event Premises. This includes ensuring that an appropriately trained medical professional is available at the Event Premises in case of an emergency.

3.3 You acknowledge that you are responsible for ensuring that your participation in the Event does not pose a danger to yourself and others.

3.4 You are responsible for agreeing with your Organisation where and when you will participate in the Event and you must satisfy yourself that your Organisation has appropriate insurance and health and safety procedures in place in order to allow you to safely participate. If you take part outside of your organisation's premises, you do so entirely at your own risk.

3.5 You are responsible for training for the Event and ensuring that you are appropriately conditioned to be able to participate.

3.6 If any of your team have a medical condition or have any concerns as to the level of your team member's fitness, or are unused to exercise, you must ensure they consult with their doctor before engaging in the Event.

3.7 If any of your team members experience any health issues while undertaking the Event, you or they must stop and consult with a medical professional immediately.

The British Inspiration Trust or our Partner Charities are not responsible for any health problems that may result from any of your organisation (team) members, If any of your organisation (team) members engage in any Activity, they are agreeing to do so at their own risk and that they are voluntarily participating in such Activity.

Please be aware that The British Inspiration Trust does not accept responsibility or liability for any loss or damage, or for any death or personal injury, arising out of any Activity including liability as a result of negligence (except death or personal injury caused by The British Inspiration Trust's negligence).

4. Liability and Waiver

4.1 Subject to paragraph 4.2 and paragraph 4.3 below, on behalf of your organisation (team) and its members, you hereby waive, release and discharge us and all other persons associated with the Event from all liabilities, claims, actions, or damages ("**Claims**") that your organisation (team) and its members, may have against them arising out of or in any way connected with your registration, to let us know you are taking part in this fundraising activity in aid of BRIT or our Partner Charities, and/or your organisation (team) and its members' participation in the Event, including without limitation any Claims arising out of any action or inaction due to negligence of any of the above parties.

4.2 Subject to paragraph 4.3, we shall not be liable to your organisation (team) and its members for any indirect, incidental, special or consequential damages howsoever caused whether in tort (including negligence), contract or otherwise. In all events, our entire aggregate liability to you shall be limited to one hundred pounds sterling (£100).

4.3 Nothing in this Agreement, Waiver & Fundraising Dos and Don'ts shall be construed as limiting or excluding our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent

misrepresentation; or (c) any other matter which it would be illegal or unlawful to exclude by law. Your statutory rights as a consumer are not affected by this Agreement and Waiver.

- 4.4 Your organisation will take all reasonable precautions to protect the health and safety of all those participating in, involved with or attending your fundraising activity in aid of BRIT and our Partner Charities.
- 4.5 Your organisation accepts that any risks arising out of your fundraising activity in aid of BRIT and our Partner Charities are your responsibility, including any liability for any injury which may occur to your organisation's team, its members, your helpers or guests.
- 4.6 Your organisation will comply with any applicable laws and regulations relating to your fundraising activity in aid of BRIT and our Partner Charities, including obtaining any necessary licences, consent or permissions (e.g. if holding a raffle or selling alcohol).
- 4.7 Your organisation acknowledges that The British Inspiration Trust's insurance policy will not cover your organisation's (team) fundraising activity in aid of BRIT and our Partner Charities. Your organisation should always consider whether you need appropriate insurance cover for your fundraising activity in aid of BRIT and our Partner Charities. If necessary, carry out a risk assessment and make sure participants are fully briefed about the Activity.
- 4.8 Your organisation (team) and its members will not do anything that threatens The British Inspiration Trust's reputation or name. If your organisation (team) or its members do, The British Inspiration Trust has the right to ask you to stop your fundraising activity in aid of BRIT and our Partner Charities immediately.

5. General Provisions

- 5.1 This Agreement, Waiver and Fundraising Dos and Don'ts constitutes the whole agreement between us and your organisation (team) and its members in relation to its subject matter and any prior agreement, oral or written, are excluded.
- 5.2 Any failure by any party to enforce or to exercise at any time any term or any right under this Agreement, Waiver and Fundraising Dos and Don'ts shall not be deemed to be a waiver of that term or right and shall not affect that party's right to later enforce or to exercise it.
- 5.3 If any term of this Agreement, Waiver and Fundraising Dos and Don'ts is found to be illegal or unenforceable it shall be deemed to be omitted from the agreement and shall not affect the validity of the remainder of the agreement.
- 5.4 Subject to paragraph 5.1, nothing in this Agreement, Waiver and Fundraising Dos and Don'ts confers any right on third parties to enforce the provisions of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 5.5 The laws of England & Wales shall govern the Agreement, Waiver and Fundraising Dos and Don'ts with your organisation (team) and its members, and we both submit to the exclusive jurisdiction of the English courts. Except that if your organisation is located in, or a member of your team is a resident of, Northern Ireland you may bring proceedings in Northern Ireland. If your organisation is located in, or a member of your team is a resident of, Scotland, you may also bring proceedings in Scotland.

By agreeing to this Agreement, Waiver and Fundraising Dos and Don'ts during your registration, to let us know your organisation (team) and its members are fundraising in aid of BRIT and our Partner Charities, you are notifying us you have read and agree to our Agreement, Waiver and Fundraising Dos and Don'ts, and your organisation (team) and its members will be bound by the Agreement and Waiver.