

Terms and conditions

Venue

Terms and Conditions for Venues -
General Conditions of Venue's Entry

Definitions

Bart's Bash is a global umbrella event founded by the Andrew Simpson Sailing Foundation (ASSF) that comprises many hundreds of individual sailing events at locations around the world.

Each individual event is organised by the venue (club) which is the organising authority for all activities at their site (Host Club).

Entry

By submitting your venue application you are agreeing to enter into the Event and also agree to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.

Changes to the event

We reserve the right to make any amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you as soon as practicable.

Changes to venue event maker

The Venue and We reserve the right to make any amendments and change the Venue's Event Maker. Any change to the Event Maker will be communicated to you and the Venue.

Cancellation by you

You should inform us immediately in the manner we set out as being required if you need to withdraw for any reason. The Bart's Bash race will not be able to run on another day and no donations or fundraising will be refunded.

Cancellation by us

We may cancel the Event if circumstances beyond our reasonable control arise.

Data protection

You agree that the venues information relating to you can be stored and used by us and our Event partners in connection with the organisation, staging and administration of the Event.

You agree that your name, venue name, image and contact details can be used by us and our Event partners for the purposes of:

- The promotion and marketing of the Event.
- Adding you to a mailing list to keep you informed about any future events and

services which we believe might be of interest to you.

- Promotional and marketing material in respect of similar events or other community based activities organised by our Event Partners.

If you would not like us or our Event partners to use the Marketing Information or Personal Information other than for purposes related to you participation in the Event, please e-mail:

bartsbash@andrewsimpsonfoundation.org

Use of image

The Event may be televised, filmed and/or otherwise recorded and photographs may be taken, all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which we may see fit now or in the future, including but not limited to film, broadcast, radio, TV, publications and publicity.

You may use the event logo, any event imagery, any news items and any content of the website to promote your event

Liability

In no event shall we be liable to you in connection with the Agreement for any loss or damage, loss of profit or loss of revenue, 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.

The Venue agrees to adopt the Event Guide, Sailing Instructions and Notice of Race as provided by the Event. The venue will provide local notices to competitors, for their event, that will be posted as Supplementary Sailing Instructions

It is your Venue's Event and we take no responsibility for the running, organisation, safety management or delivery of the event at your venue.

Risk statement for participants

We agree to the Participants Risk Statement as follows:

Rule 4 of the Racing Rules of Sailing states:

"The responsibility for a boat's decision to participate in a race or to continue racing is hers alone." Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk.

By taking part in the event, each competitor agrees and acknowledges that:

- They are aware of the inherent risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part in the event.
- They are responsible for the safety of themselves, their crew their boat and other property whether afloat or ashore.
- They accept responsibility for any injury, damage or loss to the extent caused by their own actions or omissions.
- It is their responsibility to ensure that they have adequate insurance in place to cover death, injury, damage or loss including to third parties caused by their own actions or omissions.
- Their boat is in good order, equipped to sail in the event and they are fit to participate.
- The provision of a race management team, patrol boats and other officials and volunteers by the local event organiser does not relieve them of their own responsibilities.

Insurance

Each craft is required to hold adequate insurance and, in particular, to hold insurance against third party claims in the sum of at least £2 million. This minimum may be amended as appropriate, in the sailing instructions of the host club.

General

If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts. If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected. The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

