

Newton Abbot Rugby Club Event Terms and Conditions

PLEASE READ CAREFULLY. BY PURCHASING TICKETS FOR THIS EVENT, YOU ACCEPT THESE TERMS AND CONDITIONS (THIS "AGREEMENT"). THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS.

IN CONSIDERATION of being permitted to enter and remain at the premises (the "Venue") hosting the (the "Event") organized by Newton Abbot Rugby Football Club (from here onwards named Newton Abbot RFC) the individual specified ticket and family/ friends / guests etc that tickets may have been purchased on behalf of, act on my behalf (collectively, "Ticket Holders"), hereby acknowledge and agree to the terms below through purchase of tickets to attend the Event.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Newton Abbot RFC and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Released Parties").

1. **ADMITTANCE.** In its sole discretion and without refund, Newton Abbot RFC reserves the right to refuse admittance to or expel from the event anyone that it determines is behaving in a manner that could be disruptive to the Event or pose any danger to any other attendee.
2. The ticket holder consents and agrees that in such event, it shall not be entitled to a refund of any portion of amounts paid. Breach of any of the terms herein shall entitle Newton Abbot RFC to all available legal remedies.
3. Newton Abbot RFC reserves the right to search bags on entrance to all events to protect the wider audience/Ticket Holders from dangerous or articles not permitted within our premises. This includes, but is not limited to:
 - a. Food or Alcohol not purchased on site,
 - b. Flammable or incendiary materials which pose a risk to other Ticket Holders, eg Fireworks and Sparklers.
 - c. Drugs prohibited under UK legislation

2. ACKNOWLEDGEMENTS OF COVID-19 & OTHER RISKS.

I fully understand that: the novel coronavirus SARS-CoV-2 and any resulting disease (together with any variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; no Safety Protocols (as defined below) can eliminate the risk of exposure to COVID-19; while people of all ages and health conditions can be and have been adversely affected by COVID-19

I hereby acknowledge and agree that in the absence of any negligence or other breach of duty by Newton Abbot RFC or the Released Parties, entry to the Venue and attendance at the Event is entirely at my own risk.

3. ASSUMPTION OF RISKS, HAZARDS AND DANGERS.

To the maximum extent permitted by applicable law, and save in relation to instances of gross negligence, reckless conduct, willful/wanton conduct, or intentional acts by newton abbot rfc and the released parties, entrant, on behalf of itself and related persons, hereby fully understands and knowingly, voluntarily and irrevocably, assumes all risks, hazards and dangers related to entry into, and presence in, at and around the venue and event, entrant hereby accepts personal responsibility for its voluntary attendance at the event. to the maximum extent permitted by applicable law, entrant hereby assumes, on behalf of itself and related persons, all responsibility of claims and potential claims relating to the risk, hazards and dangers described in this agreement save for instances of gross negligence, reckless conduct, willful/wanton conduct, or intentional acts by reuters.

4. RELEASE AND WAIVER.

To the maximum extent permitted by applicable law, entrant, on behalf of itself and related persons, hereby acknowledges and knowingly, voluntarily, irrevocably, and forever releases, waives, and discharges, each of the released parties with respect to any and all claims that entrant or any of entrant's released persons may have (or hereinafter accrue) against any of the released parties, that relate to any of the risks, hazards and dangers described above in sections 2 and 3, including without limitation, any and all claims that arise out of or relate in any way to entrant's or related persons' exposure to covid-19, (collectively, the "claims"), in each case whether caused by any action or inaction (other than gross negligence, reckless conduct, willful/wanton conduct, or intentional acts) of any released party or otherwise. the releasees shall not be liable for any loss, liability or damage to personal property.

5. LIMITATIONS ON ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

For the avoidance of doubt, notwithstanding anything to the contrary herein (including the above sections 3 and 4), this agreement does not release liability with respect to or extend to claims the laws of the state of new york do not permit to be released or waived by agreement, including liabilities arising from gross negligence, reckless conduct, willful/wanton conduct, or intentional acts.

6. SAFETY PROTOCOLS.

the "Safety Protocols". Entrant acknowledges and agrees to comply with the Safety Protocols. Failure to comply with Safety Protocols shall automatically terminate any rights that Entrant may have hereunder; and shall authorize the Venue owner/operator and/or Reuters (or their respective personnel) refuse admission to the Venue, or eject Entrant from the Venue and Event, without refund in each case, and subject Entrant to all legal remedies available to the Released Parties. Entrant acknowledges that the Safety Protocols are not diagnostic and do not eliminate the risk of exposure to COVID-19.

9. PAYMENT. By registering and providing payment for the Event, the payee agrees to abide by the Terms and Conditions outlined in this document.

10. EVENT AMENDMENTS AND POSTPONEMENT

Newton Abbot RFC may, depending on weather, need to cancel or re-schedule the event for safety reasons.

If the Event is cancelled, Ticket Holders will be given a future credit (valid for 12 months from issue) for the re-scheduled event, another event or equivalent product/service of their choice.

11. **SPEAKERS, SPONSORS AND EXHIBITORS.** Views expressed by any attendee, speaker, exhibitor or sponsor at the Event are their own. Newton Abbot RFC shall have no liability for views expressed, by any attendee, speaker, supplier or sponsor at the Event.

12. **PHOTOGRAPHS, PUBLICITY MATERIAL, RADIO AND TELEVISION AND PRINT MEDIA.** Except as otherwise expressly agreed in writing between Newton Abbot RFC and the applicable party, we reserve the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by Newton Abbot RFC in the course of the event, for whatever use deemed proper by Newton Abbot RFC. Newton Abbot RFC has the exclusive right to include photographic, video and other visual portrayals of attendees, sponsors, exhibitors and their exhibits including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without further compensation to the attendee, speaker, sponsor or exhibitor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be Newton Abbot RFC sole property, free of any claims of attendee, speaker, exhibitor or sponsor or any persons deriving any rights or interest from the attendee, speaker, exhibitor or sponsor.

13. **PERSONAL INFORMATION.** By purchasing tickets to this event, each person agrees to allow Newton Abbot RFC to process all personal information provided in such registration in accordance with our privacy policy and acknowledges that such processing may include such personal information being held by Newton Abbot RFC on a database. We assure you that this will not be shared with any other parties at any times.

14. **CANCELLATION POLICY.**

Cancellations by the ticket holder(s) more than six weeks prior to the Event are fully refundable.

If Entrant cancels their registration less than six weeks prior to the Event, Newton Abbot RFC will not be obliged to refund the ticket price. Any refunds would be discretionary or credit to a future event may be offered as an alternative.

If the Event is cancelled, Ticket Holders will be given a future credit (valid for 12 months from issue) for the re-scheduled event, another event or equivalent product/service of their choice.

Ticket holders may request a refund in connection with the postponement or cancellation of the Event within one month following such postponement or cancellation. Newton Abbot RFC shall not be liable to attendee for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses. Ticket holders are responsible for obtaining the appropriate travel insurance to cover themselves with respect to such eventualities.

15. **FORCE MAJEURE.** Newton Abbot RFC shall not be held responsible or liable for any delay or failure in performance of its obligations hereunder (including the holding or hosting of the Event) to the extent such delay or failure is caused by

- (i) storm, flood, fire, earthquake or other acts of God;
- (ii) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest or violence;
- (iii) any disease, epidemic or pandemic, including novel coronavirus COVID-19 (together with any mutation, adaptation, or variation thereof),
- (iv) embargoes or blockades;
- (v) national or regional emergency;
- (vi) strikes, or slowdowns or other industrial disturbances;
- (vii) any order or guidance from any governmental or quasi-governmental organization, including without limitation in regard to travel, public gatherings, or health and safety;
- (viii) disruptions in supply chains, hotel inventory, commercial air travel or other public transportation;
- (ix) failure of carriers or utilities or equipment beyond Newton Abbot RFC 's reasonable control;
- (x) unavailability of the venue through no fault of Newton Abbot RFC; or
- (xi) other similar causes beyond the reasonable control of Newton Abbot RFC.

In any such event, Newton Abbot RFC shall be entitled, but not obliged to either provide alternative facilities or venue for the Event and/or reschedule the Event, without liability on the part of the Newton Abbot RFC.

If Newton Abbot RFC are unable to reschedule or rearrange the event, Newton Abbot RFC may cancel the Event on the part of the Newton Abbot RFC and Ticket Holders will receive a future credit (valid for 12 months from issue) for another event or equivalent product/service of your choice.

16. GOVERNING LAW – The governing law of this event falls under UK legislation and associated statutes.

BY PURCHASING TICKETS FOR THE EVENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS & CONDITIONS ABOVE AND AGREE TO FULL ABIDE BY THEM