

# **CONDITIONS / DISCLAIMER**

## **BIATHLE & TRIATHLE WEIDEN 2018**

### **§ 1 Scope / General Regulations**

The following conditions of participation regulate the legal relationship between the participant and the organizer.

The event is based on the competition requirements of the UIPM, ECMP and DVMF.

### **§ 2 Registration**

Registration is only possible online via the registration portal of [www.abavent.de](http://www.abavent.de). Eligibility will only be granted if the organization fee has been fully credited to the organizer's account.

In the event that the payment of the organization fee is made by issuing a direct debit authorization, erroneous information and resulting management fees shall be borne by the participant. Immediately after the registration process, the participant receives his registration confirmation by e-mail. The registration confirmation must be brought to pick up the starting documents at the start number issue. The organizer is entitled to demand from the participant at the start document edition again the signature to these conditions of participation. The organizer is entitled to set a participant limit.

Participation is a personal right and not transferable. The start number may not be transferred to a third party. In case of violation disqualification occurs. For the description of a starting place on another athlete a fee of 10 € from the

In principle, the participant must pick up the starting documents personally. If a registered participant does not start or declares his non-participation to the organizer, there is no entitlement to repayment of the organization fee. This also applies to legitimate resignation of the participant. After registration, there is no entitlement to a refund of the participation fee. There is also no right to issue a starter voucher for a later event, even in case of illness. The participant reserves the right to prove that the organizer has suffered less or no damage. The participant is advised that according to § 312 g Abs. 2 No. 9 BGB a right of withdrawal does not exist, since it is a contract with services related to leisure activities and this leisure event on a specific day, namely July of 28<sup>th</sup> and 29<sup>th</sup> 2018, takes place.

In addition, the organizer reserves the right to disqualify a participant and / or to exclude him / her from the event if he / she has culpably made false personal data or if he is subject to suspension by the UIPM, a sports association, arbitral tribunal or court there is a reasonable suspicion that the participant has committed an anti-doping rule violation or there is a reasonable suspicion that the participant has committed a criminal offense.

### **§ 3 Competition Rules**

The event is based on the competition requirements of UIPM, ECMP and DVMF.

By registering, the participant accepts the competition requirements as well as the conditions of the organizer according to the announcement and the terms of participation / disclaimer of Biathle & Triathle Weiden 2018 as binding.

For adolescents under the age of 18, consent signed by parents. This is automatically sent to the email address as per registration.

#### **§ 4 Obligations of the participant**

The instructions and specifications of the organizer and the instructions of the auxiliary staff must be obeyed. In the case of infringements which may disturb the proper conduct of the event or jeopardize the safety of the participants, the organizer is entitled to exclude the participant concerned at any time.

Participation is at your own risk. The participant declares bindingly that there are no health concerns against his participation. The participant declares that he is physically fit, sufficiently trained for this competition and that the suitability of participation has been certified by a doctor. Each competitor is responsible for the technical safety of his equipment and must ensure that it complies with the regulations of the UIPM. The participant is aware that participation in the event is dangerous and that the risk of serious danger is not excluded.

The participant hereby agrees to receive medical treatment at the expense of the Biathle & Triathle Weiden Competition, should this be advisable in the event of injury in the event of an accident and / or illness during the course of the race. Furthermore, the participant agrees that he / she can be taken out of the race by emergency services at any time if there are signs of danger to health. If medical treatment of the participant is required during the event, the participant agrees to this in advance. It is expressly stated that medical services are not included in the entry fee and will be charged directly to the participant according to the usual medical rates. It is the participant's responsibility to have sufficient insurance cover for medical treatment. A liability of the organizer for this is excluded.

#### **§ 5 starting documents**

A handover of the starting documents is only on presentation of the registration confirmation. If a participant is prevented from picking up his starting documents personally, he must ensure that starting documents are collected by a person expressly authorized by him in writing. A delivery of the starting documents is out of the question.

For the start document issue, a valid license from the respective national federation must be presented to participants of the European Championships.

A disqualification occurs if the official start number changed in any way.

#### **§ 6 Disclaimer**

Participation is at your own risk.

The liability of the organizer and / or its vicarious agents is limited to intent and gross negligence, even to third parties. Excluded from the limitation of liability are personal injuries (damage to life, body or health of a person). The limitation of liability extends to the liability of employees,

representatives, vicarious agents and third parties, of which the organizer uses in connection with the execution of the event or with whom he is contractually bound for this purpose.

The organizer assumes, as already stated under § 4, no liability for health risks of the participant in connection with participation in the event.

The participant is solely responsible for his personal valuables and the competition equipment. The organizer assumes no liability for equipment of the participant who lost in the transition zone or for other lost items of the participant. These should therefore be adequately insured. The organizer expressly assumes no liability for himself or third parties commissioned by him for the participants free of charge kept objects. The competitor may only remove his bicycle and other equipment from the transition zone after the competition has ended by simultaneously returning his time measurement chip. The check-out times still to be published on the organizer's website must be observed.

The liability of the organizer for gross selection negligence remains unaffected.

The participant is aware that on the competition track to vehicle and pedestrian traffic can come and he carries the resulting risks.

It is the duty of the participant to become familiar with the competition tracks and the transition zones. By participating, the participant accepts the routes / transition zones as they are. The participant is aware that the following hazards exist: falls, danger of collision with vehicles, pedestrians, other participants and stationary objects; Dangers arising from dangerous surfaces, material failure and inadequate

Safety equipment as well as hazards caused by spectators, volunteers or even by the weather. The participant is advised that the above list is not exhaustive.

Participants are aware of the dangers of using alcohol, medication and drugs before, during and after the event, which may impair their ability to judge their athletic ability. The participant is solely responsible for any consequences resulting from the intake of alcohol, drugs and medications.

Included in the limitation of liability or disclaimer are not only direct, but also indirect damages. The exclusion of liability or the limitation of liability described above also applies to claims which heirs or other authorized third parties could assert due to injuries sustained or in the event of death. The participant also indemnifies the organizer as well as his vicarious agents and assistants from any liability towards third parties or also applies to third parties the above-mentioned limitation of liability, insofar as these third parties suffered damages as a result of the participation in the Biathle & Triathle Weiden during the event. The participant is advised that he himself has to take care of appropriate health, accident and liability insurance coverage.

## **§ 7 Failure / change of the event**

The organizer may change the event, start or cancel it after a delay, if in his opinion the conditions on race day are uncertain. If changes to the event have to be made due to official order, change of permit, force majeure, competition route conditions, security reasons or any other reason beyond the organizer's control, or if the event is canceled, the participant is not entitled to a refund of the entry fee.

There is also no right to compensation for other damages, such. B. Travel and accommodation

### **§ 8 Data collection and data exploitation**

By registering, the participant transfers the right to the organizer and grants him the permission, the name and the name of the company, the company commissioned by the organizer in connection with the participation in the event or the photos, film recordings and reproductions made by the media, as well as interviews Participants without entitlement to remuneration to distribute and publish without restriction. Image and sound rights of the event are exclusively held by the organizer.

The participant agrees that the personal data given at the time of registration will be stored and processed for the implementation and processing of the event, including medical supervision. This also applies to the data necessary for payment processing. By registering the participant agrees to the storage of data for this purpose.

If necessary, the data will be forwarded to commercial third parties for timekeeping purposes, further third parties to compile the result lists as well as the setting of the lists on the Internet. By registering, the participant agrees to the storage and dissemination of the data for this purpose. The data is also passed on to commercial photo service providers.

The participant agrees that the organizer will provide the name and surname of the participant, their address, e-mail address, start number and the participating discipline to the photo service. The participant is informed that the photo service will use this data to indicate the sale and the sending of the participant photos. In that regard, the photo service will also contact by e-mail to the participants. Also in this regard, the participant agrees to a storage and

### **§ 9 property and cash prizes**

Material and cash prizes, which are not collected during the award ceremony at the honor, expire. A legal claim to money or prizes after conclusion of the respective award ceremony does not exist. Prices will not be forwarded.

### **§ 10 doping**

Doping is prohibited. More precise determines the anti-doping code (ADC) of the German Triathlon Union.

By registering, the participant expressly acknowledges that the antidoping rules of UIPM, WADA and NADA, as amended, are binding. If the blood limit values are exceeded or in case of a violation of the doping regulations, the organizer is entitled to pronounce a start ban against the participant or to disqualify him. For these cases, a claim to entry fee, prize money or other claims and subsequent claims is excluded.

### **§ 11 Severability Clause / Place of Performance / Applicable Law**

Should individual provisions of these terms and conditions be or become wholly or partially invalid, this does not affect the validity of the remaining provisions. An invalid or void provision or part of a provision shall automatically be replaced by such provision, which is effective and lawful and which comes closest to the economic purpose.

The place of performance for the obligations arising from this contract is the location of the organizer.

The right applies at the seat of the organizer.

I have read the above terms and conditions. I accept these, in particular the disclaimer of the Biathle & Triathle Weiden 2018 expressly as binding for me. I am informed that the further registration on the homepage / registration page represents an acknowledgment of the conditions of participation. By participating in the Biathle & Triathle Weiden I also recognize the conditions of the organizer, especially the disclaimer. I also declare that I understand the conditions of participation. I fully accept them.