

General terms and conditions of participation in the Event OstseeMan Glücksburg

Scope of application/general regulations

The Conditions of Participation govern the legal relationship between the participant and the organizer (OstseeMan Sportpromotion, Holkier 9, 24960 Glücksburg, Germany, Managing Director: Reinhard Husen, Tax Number 15/295/07412, Phone +49 (0) 4631/62191, <http://www.ostseeman.de>) of the Event. Upon registration, the participant acknowledges the race rules and regulations of the organiser, the Competition Rules of DTU (Deutsche Triathlon Union) and of SHTU (Schleswig-Holsteinische Triathlon Union) in their respective valid versions. These rules can be downloaded at <http://www.dtu-info.de/Regelwerk> and [http://www.shtu.de/Aktuelles Regelwerk](http://www.shtu.de/AktuellesRegelwerk). Compliance with and acceptance of this basis is a fundamental condition for participation in the Event.

Organisational Arrangements

1) The participant must follow the rules and regulations of the organiser as defined by conditions of participation, race regulations, official race program/race information, and as notified at the pre-race briefing. Personal attendance at the pre-race briefing is mandatory for all participants. Compliance with the instructions given by the organiser and accordingly indicated organisation personnel is mandatory. In case of noncompliance the organiser has the right to exclude the participant from the event and/or announce the disqualification, should the order of the event or the safety of other participants be endangered.

2) In case of according medical indications the medical staff is authorized to exclude a participant from the race for his own safety and/or to deny him further participation in the event.

Application

3) Applications may only be submitted online or in written form by the official registration form. Other forms of registration will not be accepted.

4) The registration becomes effective upon complete payment of entry fee (without bank fees and expenses) and credit entry at the bank account of the organizer. The organizer reserves the right, at its sole discretion, to refuse an application. The organiser reserves the right to disqualify or to exclude a participant from the event at any time, if he/ she has made incorrect information on the application form, if there are concrete reasons for the organiser to suspect that he/she has committed an anti doping rule violation and if there are concrete reasons for the organiser to suspect that he/she has committed a crime.

5) Participation in the Event is strictly personal and cannot be transferred. Every participant must personally collect his race bag and documents. The bib shall not be transferred to a third party. In case of violation, the participant will be disqualified. It is mandatory that the participant has to offer a license of his national federation or to sign a license for one day (national federation at the venue) at the race office.

6) Reimbursement of the entry fee shall only be considered in case of complete cancellation of the event. If the organiser is not to be held responsible for the cancellation, there will be no reimbursement of the entry fee.

Disclaimer

7) The organiser may in its sole discretion, delay, modify, or cancel the Event if it believes the conditions on the race day are un-safe. If the event is delayed, modified, or cancelled for any reason, including but not limited to directives issued by authorities, “force majeure” or race course conditions, or any other cause beyond the control of organiser, there shall be no refund of organisers entry fee. The participant has no right to withdraw from contract in this case. Any claims of the participant – for whatever legal reason – incurred in connection with the Event are excluded in this case.

8) The organiser is not liable for not at least grossly negligent caused personal or material damages. The aforementioned limitations of liability also apply for all employees, representatives, auxiliary persons and third parties, whose services the organiser uses in connection with the conduct of the event or with whom the organiser is contractually bound for this purpose.

9) The organiser will take no responsibility for health risks of the participant in connection with the participation in the event. The participant is aware that participation in the Event bears risks and that risk of serious danger and also death cannot be excluded. He acknowledges and agrees that it is his responsibility to determine whether he is sufficiently fit and healthy enough to safely participate in the Event. He certifies that he has not been advised against participation in the Event by a qualified medical doctor or comparably. The Participant is fully responsible for the condition and adequacy of his/her competition equipment. He/she is aware of the fact and accepts that there may be vehicle or pedestrian traffic on the course route. The Participant is also aware of the risks which are inherent to the sports of running, biking and swimming which constitute the Event and the sport of triathlon. The participant also assumes any and all other risks associated with participating in this Event, including but not limited to the following:

- falls,
- dangers of collisions with vehicles,
- pedestrians,
- animals,
- other participants,
- and fixed objects;
- the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers and
- weather conditions.

It is the duty of the participant to make himself/herself familiar with the race course and the transition areas. By participating, the participant accepts the race course and the transition areas as they are.

10) The participant is aware of the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and he/she recognizes that consumption of alcohol and/or drugs might impair his/her judgment and sporting skills. He/she assumes responsibility for any injury, loss or damage caused by his/her consumption of alcohol and/or drugs.

11) Should medical treatment of the participant be necessary during the event, the participant declares in advance his consent with these measures. Medical treatments are not included in the entry fee and the participant directly charged according to the general medical rates. The organiser does not provide for insurance coverage for the medical treatment of the participant and is not obliged to do so. It is in the responsibility of the participant to ensure adequate insurance coverage for medical treatments. A liability of the organiser is thus excluded.

12) The organiser cannot be held liable for theft, pilferage and non-delivery items belonging to the participants. The organiser shall assume no liability for items of the participants stored by himself or third parties employed by the organiser; the liability of the organiser due to negligent selection will remain untouched.

Copy rights/transmission rights

13) The participant grant to the organiser the right, permission, and authority to use the name, image, voice, and/or likeness, without compensation, captured during the Event by the organiser, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever. It is understood that rights to images and sound of the event lie exclusively with the organiser.

Place of execution / applicable law

14) If individual provisions of this Agreement are wholly or partially invalid or unenforceable, this does not affect the validity of the rest of this Agreement. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

Place of performance for all obligations arising under or in connection with this Agreement is the statutory seat of the organiser.

This Agreement shall be exclusively governed by the laws applicable at the statutory seat of the organiser.

Doping

15) Upon signing this Agreement, the participant expressly acknowledges that the Anti Doping provisions of the DTU information regarding the doping program, in their respectively valid version are binding on him. The regulations can be called up under the home page of DTU under <http://www.dtu-info.de/footer/anti-doping/dtu-anti-doping-code.html>. The organiser is entitled to pronounce a suspension from the race or to disqualify the athlete. The participant has no right to start at the event during pending doping proceedings, no matter before which court of law, and also in case of concrete reasons for a doping suspicion. In this case, claims in respect of appearance fee, prize money or other claims as well as possible subsequent claims (damages) are excluded.

Data collection and use of data

16) The personal information of each participant, given at the time of registration, will be stored and processed for the purpose of execution and processing of the event. This includes the medical attention on the course and at the finish line, by the medical services responsible during the event. This also applies to the data necessary for the processing of the entry fee payment. Upon registration the participant gives consent to storage of data for this purpose.

17) If required, the personal information, may be passed on to a commercial third party responsible for the time measurement, to a third party in order to issue a results list and also for release of this list on the internet. The following data may be printed and published in all relevant media of the event (print media such as race program and list of results, also on the internet), for the purpose of representation of the participant in start lists and result lists: surname, name, birth year, sex, club, race number and ranking (ranking and times). Upon registration, the participant gives consent to storage of data and disclosure for these purposes.

18) The stored personal data (Name, bib, address), will be forwarded to a commercial photo service, in order to supply the participant with photos of himself on the race course and when crossing the finish line. Upon registration the participant gives consent to storage of data for this purpose.

- I hereby acknowledge the above terms and conditions, the rules for racing and doping. If this is not the case, participation in this event is not possible.
- I hereby acknowledge, that the attendance of the pre-race briefing is mandatory.

Right of withdrawal

19) Every participant is entitled to withdraw until 6th May 2018. The entry fee will be refunded after the deduction of 60,- Euro as an administrative charge. Foreign competitors should send their IBAN and SWIFT Nr. with their withdrawal. Bank charges are payable by the participant.

No reimbursement will be made after this date.

It is not possible to move the start authorization to another year or to transfer it to another athlete.

If you do not accept the general terms and conditions of participation, you can not participate in the event.

I have read and accept the general terms and conditions of this Agreement.

City, Date Name, Signature