

Disclaimer / GTC

ENGLISCH

1 SCOPE OF APPLICATION / BASIC REGULATIONS

1.1 For the participation in the OstseeMan Triathlon Glücksburg, the legal relationship between the organizer and the participant is regulated with the following conditions of participation. For the participants in the following text (GTC) the masculine form is used. A discrimination of the sexes in application of the General Equality Act (AGG) is neither intended nor wanted.

Die Kontaktdaten des Veranstalters lauten:

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1.2 The following rules, regulations and orders are accepted with the registration.

1.3 Recognition and compliance is a prerequisite for participation in the OstseeMan.

- The General Terms and Conditions (GTC) for participants
- The Notice of Race of the organizer
- The competition regulations on the homepage of the organizer. Here changes are possible until the day of the competition, which will be explained at the competition briefing.
- The current competition regulations of the German Triathlon Union (organizer regulations, sport regulations, federal league regulations, anti-doping code, referee regulations, as well as legal and procedural regulations and the disciplinary regulations).
- To be read under www.triathlondeutschland.de/neu-im-triathlon/regelwerk

2 ORGANIZATION

2.1 The conditions of the organizer according to the Notice of Race, the General Terms and Conditions (GTC) for participants, the competition rules, information and changes in the context of the race briefing and the rules of the DTU must be observed by the participant.

2.2 All participants are obliged to read the preliminary race briefing and to take part in the official race briefing.

2.3 Instructions of the organizer and his staff have to be followed.

2.4 The organizer is entitled to exclude the participant from the event and/or to disqualify the participant at any time, if the participant disturbs the orderly course of the

event or endangers his own safety or that of the other participants or endangers the execution of the event by his behavior.

2.5 If there are any signs of health problems of a participant, the medical staff is entitled to remove the participant from the race in order to protect his/her health.

2.6 Changing the start number is prohibited and may lead to the disqualification of the participant.

3 REGISTRATION PROCESS

3.1 The Notice of Race regulates the registration and deregistration procedure.

3.2 The following reasons may lead to disqualification of a participant:

- Providing of self-responsible, false personal data in the registration form
- Suspension by a court, arbitration tribunal or sports federation
- violation of doping regulations or other sporting misconduct
- suspicion of a criminal offense.

3.3 The right to participate is transferable only with the consent of the organizer. The participant has to pick up the start number personally. Passing on the start number will result in a lifelong ban from starting. Eligible to start is the one who has a start pass of his triathlon association or a day license.

3.4 In case of non-appearance of a participant at the start, there is no claim for refund of the starting fee. This also applies in case of a justified withdrawal of the participant. The cancellation and deregistration conditions of the organizer according to the Notice of Race are valid.

3.5 Only in case of a complete cancellation of the event a refund of the entry fee will be considered. The entry fee will be refunded minus a processing fee/deregistration fee of 60.00 EUR if the organizer is not responsible for the cancellation of the event e.g. due to force majeure, epidemics, pandemics, or any other dangerous situation for the participants, spectators and helpers such as extreme weather conditions, terrorism or similar.

3.6 The participant has the right to check whether the expense was incurred or was significantly less.

4 EXCLUSION OF LIABILITY

4.1 The organizer has the possibility to change, delay or cancel the event in case of the following reasons:

- Weather situation
- In the event of cancellation of the event for which the organizer is not responsible, such as
- official order
- order, change of permit, „force majeure“, conditions of the race course, or
- any other reason beyond the control of the organizer, a refund of registration fees will be made.
- In these cases the participant has no right to withdraw from the contract.
- Other claims of the participant - for whatever legal reason - in connection with the event are excluded in these cases.

4.2 The organizer is liable exclusively for property damage and financial loss caused by gross negligence or intent. Excluded from this limitation of liability are personal injuries or damages caused by the culpable breach of a main contractual obligation of the organizer. If the main service obligation of the organizer is negligently violated, the liability for the damage is limited to a maximum amount of 2,000,000 euros for personal injury and 1,000,000 euros for property damage and each damage event. For the employees, representatives, vicarious agents and third parties who work for the organizer with the implementation of the event or are contractually connected, the above limitations of liability also extend if these third parties suffer damage caused by the participant due to his participation in the event.

4.3 If third parties suffer damages caused by the participant due to his participation in the event, the participant releases the organizer as well as his employees, representatives, vicarious agents and third parties whom the organizer uses in connection with the implementation of the event or with whom he is contractually associated for this purpose from any liability.

4.4 The organizer assumes no liability for health risks of the participant in connection with participation in the event. The Participant is aware that participation in the Event involves dangers and the risk of serious injury, including death, is not excluded. He acknowledges and agrees that he is responsible for determining whether he is sufficiently fit and healthy to participate in this event without concern. He further certifies that he has not been advised against participation in the event by any physician or comparable person.

4.5 The participant is solely responsible for his/her personal

belongings and competition equipment. Participant acknowledges that he/she is aware of the risks that vehicular and pedestrian traffic may be present on the race course and that there are hazards associated with swimming, bicycling and running and/or other components of this event that could result in serious injury, including death. The risks associated with participation in the OstseeMan described below does not claim to be complete:

- Hazards resulting from hazardous surfaces, material failure, and inadequate safety equipment,
- Hazards possible from collisions with pedestrians, vehicles, other participants, and stationary objects,
- falls,
- as well as hazards resulting from other participants, spectators, volunteers, or weather.

It is the participant's duty to familiarize himself/herself with the race courses and transition areas. By participating, the participant accepts the routes and transition areas as seen. In case of danger on the race course, the participant has to inform the organizer immediately.

4.6 The participant is solely responsible for all consequences of taking alcohol, drugs and medication. The participant is aware of the dangers resulting from the consumption of alcohol, medication and drugs before, during and after the event and that this may impair his/her judgment and athletic abilities.

4.7 The participant agrees in advance to medical treatment during the event if it is necessary. Medical services are not included in the entry fee. The participant will be charged according to the standard fee schedule. Insurance coverage for medical treatment is not provided by the organizer. The organizer is not obliged to do so. The participant has to provide sufficient insurance coverage for medical treatment. In this case the organizer is not liable.

4.8 The organizer is not liable for lost objects of the participant. The organizer also assumes no liability for objects stored free of charge for the participant by a third party commissioned by the organizer.

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

5 MEDIA RIGHTS

By registering, the participant transfers the right to the organizer with the granting of permission to

- names as well as photographs taken in connection with participation in the event by the organizer, third parties commissioned by the organizer or by the media,

- photographs, film recordings or other visual and acoustic recordings and their duplication
- as well as interviews of the participant without claim to remuneration
- as broadcast, telecast, podcast, webcast, video, CDs, DVDs, recordings, film, advertising and promotional material without restriction.
- The rights of use and exploitation of all image and sound recordings of the event (unrestricted in terms of time, space and content, including the right of public reproduction in whole or in part) are held exclusively by the organizer.

6 DOPING

- 6.1** The participant agrees to cooperate in the fight against doping. Acknowledgement of the Anti Doping Code (ADC) of the DTU, the National Anti Doping Code (NADC) of the National Anti Doping Agency (NADA) as well as the Code of the World Anti Doping Agency (WADA) in its respective valid version as binding for him. Assurance by the athlete that he/she has not committed any violations of anti-doping regulations and that he/she will continue to comply with the applicable anti-doping regulations in the future. The inaccuracy of the participant's statements as described above will result in the participant losing all contractual claims and having to refund any benefits already received, regardless of their nature.
- 6.2** The participants selected by the organizer or other anti-doping organization are obliged to participate in an ordered doping control. In case of a positive sample or exceeding of an applicable limit, participant will be banned from the race by the organizer.
- 6.3** The selected participants are obliged to participate in the doping control carried out by the Anti Doping Organization after the event. A confirmed doping offense will subsequently lead to disqualification. Thus, entry and/or prize money plus 25% expense allowance, must be returned to the organizer within 10 days after the disqualification. The participant has the right to prove that the expense was less or not incurred.
- 6.4** If it is determined within one year after the event that the participant was doped in the year before the event, a subsequent disqualification is possible.
- 6.5** In the case of a pending doping procedure, the participant's right to start can be withdrawn by the organizer if there is a justified suspicion of doping. This excludes claims for starting money, prize money or other claims.
- 6.6** The limit values of the ADC of the DTU in their valid version are authoritative in the case of a blood screening.
- 6.7** Until the final clarification of a suspicion of doping, the

presumption of innocence and the obligation of all parties to refrain from all actions and statements that could harm the reputation of the participant and the organizer apply. The DTU must be informed immediately.

7 CONSENT TO DATA COLLECTION AND DATA USE / ADVERTISING

The personal data provided will be stored. They are used for the purpose of:

- realization and handling of the event
- medical care of the participant
- timekeeping, creation of result lists, posting on the internet
- publication in starter and result lists with name, first name, year of birth, sex, club, start number and
- Publication in the media, in the program booklet, results booklet, Internet, TV, radio.
- Forwarding to the photo service With his registration the participant agrees to the storage and processing of his data.

8 PARTIAL INVALIDITY CLAUSE / PLACE OF PERFORMANCE / APPLICABLE LAW

- 8.1** Should individual provisions of these terms and conditions be invalid in whole or in part for any reason, this shall 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 valid and lawful and which comes as close as possible to the economic purpose of the invalid or void provision.
- 8.2** The place of performance for the obligations arising from this contract is the registered office of the organizer.
- 8.3** The law of the organizer's registered office shall apply. I have read the General Terms and Conditions (GTC) for participants and expressly accept them as binding.

Start number _____

Place, Date _____

Relay Yes No

For individual athletes one signature is sufficient

Name Swimmer

Name Cyclist

Name Runner

Signature Swimmer

Signature Cyclist

Signature Runner

Please cross out where inapplicable.

The Disclaimer must be printed out by the athletes before the competition and handed in for registration.