

For organization use only

Recorded: _____

Disclaimer of liability for the Ironman 70.3 IronTeam on August 12, 2012

3 athletes compete in the race of 1.9 km swim, 90 km bike and 21.1 km run as a relay. One athlete swims, one athlete cycles and one athlete runs. Each relay team must consist of 3 athletes (categories male, female, mixed). All relay team members must be **18 years** or older.

Team Name: _____

Team Captain: _____

Registration ID: _____

Swimmer

Date of birth: ____/____/____ (dd/mm/yyyy)

Gender: Male Female

Last name / first name: _____

Street / Number: _____

Zip Code / City: _____

Country: _____

Date, city

Participant signature swimmer

With my signature, I acknowledge the following conditions of participation, the race rules of the organizer as well as the regulations concerning doping.

Cyclist

Date of birth: ____/____/____ (dd/mm/yyyy)

Gender: Male Female

Last name / first name: _____

Street / Number: _____

Zip Code / City: _____

Country: _____

Date and place

Participant signature cyclist

With my signature, I acknowledge the following conditions of participation, the race rules of the organizer as well as the regulations concerning doping.

Runner

Date of birth: ____/____/____ (dd/mm/yyyy)

Gender: Male Female

Last name / first name: _____

Street / Number: _____

Zip Code / City: _____

Date and place

Participant signature runner

With my signature, I acknowledge the following conditions of participation, the race rules of the organizer as well as the regulations concerning doping.

Conditions of participation Ironman 70.3 European Championship / IronTeam

§ 1 Scope of application/general regulations

1) The Conditions of Participation govern the legal relationship between the participant and the organizer (Xdream Sports & Events GmbH, Steinheimer Vorstadt 34-36, D-63456 Hanau-Steinheim, Geschäftsführer: Kai Walter, Handelsregister Amtsgericht Hanau HRB 7160, USt. - Id. Nr.: DE 219106550, +49 (0) 6181 – 428560, +49 (0) 6181 – 4285670, info@ironman.de) of the Event.
2) Upon registration, the participant acknowledges the race rules/Sportordnung of the organiser, the Competition Rules of WTC (World Triathlon Corporation) and the German national Triathlon Federation (DTU) in their respective valid versions and in this order. These rules can be downloaded at www.ironman703.de. Compliance with and acceptance of this basis is a fundamental condition for participation in the Event.

§ 2 Organisational measures

1) The participant must follow the rules and regulations of the organiser as defined by Conditions of participation, the race regulations, the 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 absolutely mandatory.
2) 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.
3) 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.
4) If the bib is altered in any manner whatsoever, especially if the promotional logo has been made invisible or unrecognisable, then the participant may be excluded from participation in the event, in any case he will be excluded from the results (disqualification).

§ 3 Registration

1) Applications may only be submitted by the official online registration form. Other forms of registration will not be accepted.
2) 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 and listing of the participant on the official start list. The organizer may limit the number of participants at its sole discretion. Registrations received after reaching this limit will be rejected. The organizer reserves the right, at its sole discretion, to refuse an application. The participant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
3) The organizer reserves the right to disqualify or to exclude a participant from the event at any time, if (a) he/she has provided incorrect information on the registration form, (b) he/she is subject to an order of ineligibility issued by WTC, a sports organisation or an arbitral tribunal or court of law, (c) if there are concrete reasons for the organizer to suspect that he/she has committed an anti doping rule violation (see § 7) (d) if there are concrete reasons for the organizer to suspect that he/she has committed a crime.
4) 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 licence of his national federation or to sign a licence for one day (national federation at the venue) at the race office.
5) A listed participant who does not start in, or withdraws from the Event is not entitled to reimbursement of the entry fee. This also generally applies to a justified withdrawal of the participant. The withdrawal regulations of the organizer apply (see registration form) and as stated on the online registration platform. It is up to the participant to prove limited or no damages to the organizer.
6) Reimbursement of the entry fee shall only be considered in case of complete cancellation of the event. If the organizer is not to be held responsible for the cancellation, there will only be a partial reimbursement with regard to the expenses already incurred by the organizer. The participant is subject to prove that the expenses were less.

§ 4 Disclaimer of liability

1) The organizer may in its sole discretion, delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. If the organizer is forced to make changes in the order of the event or to cancel the event completely due to but not limited to directives issued by authorities or due to "force majeure" or unsafe conditions, no claims of damages on the part of the participants shall arise in these cases.
2) The organizer is not liable for not at least grossly negligent caused personal or material damages; exempted from this limitation of liability are damages due to culpable violation of a contractual principal obligation by the organizer, and personal injury (damages to life, body or health of a person). The aforementioned limitations of liability also apply for all employees, representatives, auxiliary persons and third parties, whose services the organizer uses in connection with the conduct of the event or with whom the organizer is contractually bound for this purpose.
3) The organizer 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, 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 circuit and the transition areas. By participating, the participant accepts the race circuit and the transition areas as they are. The participant shall immediately notify to the organizer any dangerous sections of the race circuit he/she becomes aware of.

4) 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.

5) 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 organizer 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 organizer is thus excluded.

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

§ 5 Copy rights/transmission rights

The participant grant to the organizer the right, permission, and authority to use the name, image, voice, and/or likeness, without compensation, captured during the Event by the organizer, 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 organizer.

§ 6 Severability Clause/Place of performance/ Applicable law

1) 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.
2) Place of performance for all obligations arising under or in connection with this Agreement is the statutory seat of the organizer.
3) This Agreement shall be exclusively governed by the laws applicable at the statutory seat of the organizer.

§ 7 Doping

Upon signing this Agreement, the participant expressly acknowledges that the Anti Doping provisions of the World Triathlon Corporation (WTC) 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 WTC under <http://ironmanpromembership.com/anti-doping/rules-2/>. Furthermore blood thresholds of the national Federation DTU are binding. If in a blood control these thresholds values are exceeded and as according to 2.3 WTC Anti-Doping Rules or according DTU regulations, the organizer is entitled to pronounce a suspension from the race or to disqualify the athlete. No right to start at the event exists 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.

§ 8 Data collection and data utilisation

1) 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 consent to storage of personal information is given.
2) If required, the personal information, pursuant to § 8. 1, 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. Upon registration, the participant gives his consent to storage and disclosure of data to for these purposes. 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 for this purpose.
3) The stored personal data (Name, bib, address) pursuant to § 8. 1, 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.

IF YOU DO NOT ACCEPT THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION THAT YOU HAVE READ, PLEASE DO NOT TAKE PART IN THE EVENT.

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

Continuation on the entry page implies the full acceptance by the Participant of all the General Terms and Conditions of Participation.