

Exclusion of liability
adidas INFINITE TRAILS World Championships
Gastein / SalzburgerLand

(1) Event schedule

- a. The Organiser may change the Event schedule, start the Event late, finish it early, stop it, interrupt it or cancel it altogether if, in its opinion, the conditions on the day of the race are unsafe, or because official instructions or force majeure require this. In these cases, the Organiser is under no obligation to compensate the competitor. All competitors agree that preserving the safety of competitors, and of the Organiser's service providers and employees, is the highest priority.
- b. The competitor is obliged to take part in the safety briefings provided and must unconditionally follow safety instructions. Failure to do so may result in disqualification or exclusion.
- c. During the competition, no one may start before a signal has been given to indicate that they may enter the competition area (course, route, etc.).

(2) Competitor's responsibility for own welfare

- a. The competitor knows that competing in this Event entails risks for him/her (see point 4).
- b. The competitor confirms and declares that he/she accepts that he/she is responsible for ascertaining whether or not he/she is sufficiently fit and healthy, both physically and mentally, to compete in this Event without any misgivings.
- c. He/she also confirms that he/she has not been advised against competing in the Event either by a doctor or by a comparable institution.
- d. The competitor is aware of the dangers arising from the consumption of alcohol, medication and drugs before, during and after the Event, and that his/her powers of judgement and sporting abilities may be impaired as a consequence of such consumption. The competitor alone is responsible for all consequences arising from the consumption of alcohol, drugs, medication and any other sense-impairing agents.
- e. If necessary, the competitor may obtain additional information from the Organiser regarding the requirements that he/she must meet.

(3) Competitor's responsibility for own equipment

- a. The competitor alone is responsible for his/her own personal property and (competition) equipment and for ensuring that the latter meets the requirements of the Event.
- b. The competitor him/herself is responsible for keeping an eye on and looking after his/her property.
- c. The competitor is hereby informed that the equipment may have to meet minimum standards as per the relevant Regulations of the Event, which will be made known to him/her when he/she registers. However, in each individual case, the competitor him/herself must check whether these minimum standards are sufficient for him/her.
- d. If necessary, the competitor may obtain information about the equipment requirements from the Organiser.

(4) Event risks

- a. The competitor is aware and confirms that the possibility of accidents on the competition route and during training and preparations can never be entirely ruled out, and that there is always a residual risk associated with competing in this Event.
- b. It is the competitor's duty to familiarise him/herself with the conditions and competition routes. By competing, the competitor accepts the routes as they are. The competitor must notify the Organiser without delay if he/she becomes aware of dangerous sections of the above-mentioned routes.

(5) Exclusion

- a. The Organiser is entitled, but only obliged if there are legal or contractual requirements to this effect, to exclude a competitor from competing if, in the Organiser's opinion, the competitor does not meet the requirements to compete according to the rules and to anticipate and minimise risks as far as is normally possible.
- b. The same applies if the competitor breaches the terms and conditions of entry or fails to comply with safety instructions, and a warning is not sufficiently likely to prevent a recurrence of the breach or failure to comply.
- c. The competitor cannot derive any claims from his/her exclusion, provided that this exclusion is not arbitrary.
- d. The Organiser's entitlement to exclude the competitor does not release the latter from his/her responsibility, nor does it mean that the Organiser is subject to any duty of supervision or monitoring over and above the relevant legal or contractual obligations.

(6) Medical treatment/insurance

- a. If it becomes necessary to give the competitor medical treatment during the Event, he/she gives his/her consent for this in advance. Medical services are not included in the entry fee and will be charged directly to the competitor according to the normal medical rates.
- b. The Organiser will provide no insurance cover for medical treatment, nor is it required to do so. It is the competitor's responsibility to have sufficient insurance cover for medical treatment. In particular, the competitor is advised to take out suitable accident insurance. Any liability for this on the part of the Organiser is excluded. Competitors are strongly advised to take out travel health insurance with cover for helicopter deployment and return transport.

(7) Organiser's liability

The Organiser is not liable for material damage or financial losses suffered by the competitor and caused by the Organiser, its legal representatives or its agents as a result of slight negligence. It is, however, liable for material damage and financial losses caused by it, its legal representatives or its agents as a result of gross negligence or intent, and for all kinds of negligent or intentional injury to the competitor's life, body or health.

(8) Competitor's personality rights/ data protection

- a. By registering, the competitor transfers his/her right to the relevant Organiser and to Planet Talk GmbH (Spinnereinsel 3A, 83059 Kolbermoor, Germany) and gives the Organiser his/her permission to distribute and publish, as well as to use in reports and for advertising purposes, the first name, surname and any photos and film recordings of and interviews with the competitor created in connection with his/her competing in the Event, without any claim for remuneration, irrevocably and without any geographical or time restrictions, in videos, CDs, DVD, broadcasts, telecasts, podcasts, webcasts, recordings, films, advertisements or advertising material.
- b. In addition, the competitor's personal data will be electronically collected, processed and used only for this Event as part of his/her registration, and pursuant to the Federal Data Protection Act. Any future data use over and above that covered by this clause will take place only after consent has been given for this.
- c. It is hereby made clear that the image and sound copyrights of the Event are held exclusively by the Organiser and Planet Talk GmbH.
- d. The competitor confirms that he/she is now 18 years of age, or will be 18 years of age no later than the time when the Event will be held, that he/she has the legal authority/permission to fulfil the agreement, that he/she has read and understood the terms and conditions of entry, and that he/she voluntarily accepts this exclusion of liability, which will be confirmed by his/her signature.

(9) Other terms and conditions of entry

The above clauses are terms and conditions of entry for the Event; this also applies to the Regulations for the relevant Event, which will be made known to competitors when they register.

The competitor acknowledges that the above terms and conditions of entry are mandatory.