

GENERAL TERMS AND CONDITIONS

MADRISA TRAIL KLOSTERS 2023



§ 1 Application - Validity

(1) The MADRISA TRAIL KLOSTERS (in the following called MTK) is an event of the runningsports.ch association.

(2) The GTC will be published on the internet at www.madrisatrail.ch. They are part of the contract between organizer and participant in the version valid at the time of registration.

§ 2 Conditions of Participation - Safety Measures

(1) All healthy, experienced and well-trained runners who have reached the age of 16 (T24) or 18 (T54) are eligible to start. Each participant bears full personal responsibility for his/her state of health. They must be aware of the distance and specificity (night, cold, possibly snow, rain, wind, altitude) of the event and prepare accordingly. Anyone who has properly registered and is in possession of an official MTK start number may participate.

(2) Organizational measures will be announced to the participants by the organizer before the start of the event. The instructions of the organizer and his appropriately identified personnel must be followed without fail. In the event of violations that could disrupt the orderly course of the event or endanger the safety of the other participants, the organizer is entitled to declare the exclusion of the person concerned from the event and/or disqualification at any time. Legally binding declarations can only be made to the participants by the organizer's authorized personnel. The participant expressly declares to recognize and strictly follow the Covid-19 measures of the organizer and the authorities in force during the event!

(3) All regulations, instructions and requirements contained in the announcement and in supplementary instructions constitute a direct contractual obligation on the part of the participant. Claims of any kind, which are in connection with the contract or the services provided by runningsports.ch, have to be asserted by the participant against runningsports.ch after the end of the event within one month after the contractual end of the MTK.

§ 3 Registration - Participation fee - Confirmation of registration - Terms of payment - Refund - Cancellation - Insurance

(1) The registration takes place online on the homepage. The registration is binding for the participants. After the registration has been completed in full, the participants will receive a confirmation of this, which confirms and thus declares the binding contract for participation in the event. Payment is due in full directly upon registration. If the participation fee is not paid on time within 4 weeks after registration, the registration will expire and the starting place will be released.

(2) The participation fees for the individual distances are: -> as of 01.05.2023

- T54: CHF 109,00 per person -> CHF 139,00 per person
- T24: CHF 59,00 per person -> CHF 79,00 per person

The exact scope of services of a starting place can be found on the homepage.
In case of late registration on site, CHF 20.00 late registration fee will be added.

(3) Payments can be made in three different ways:

- PayPal
- credit card
- Direct debit SEPA

(4) The organizer will send a registration confirmation to the participants after receipt of the registration and receipt of the participation fee. The organizer reserves the right to disqualify and/or exclude a participant from the event at any time if the participant has either provided false information regarding personal data when registering, if the participant is subject to a ban by an international/national federation or if there is a suspicion that the participant is starting after taking unauthorized substances (doping).

(5) During registration, the participant will only receive the starting documents against submission of his signed declaration of liability. The collection of the start number and the signing of the declaration of liability has to be done by the participant personally.

(6) The organizer can exclude the participant from the event/cancel the contract with the participant if:

- he violates the regulations and/or the rules and instructions (before or during the event).
- he permanently disturbs the event or endangers himself or others.
- he does not follow the instructions of the event management or staff.
- he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

If the organizer cancels the contract with the participant, she will be entitled to the participation fee.



(7) The following cancellation conditions apply:

- In case of cancellation until 30.06.2023 we will refund 50% of the entry fee.
- After the expiration of this deadline, the entry fee will not be refunded. Booked merchandise items cannot be refunded.
- The refund will be made within 14 working days after receipt of the written cancellation.

The wish to change to another distance must be sent in writing by mail to info@planb-event.com. In this case no money will be refunded or the difference including the handling fee (CHF 25,-) has to be paid.

In order to give the starting place to a third person, the participant sends us a mail to info@planb-event.com to get the further procedure explained. A handling fee of CHF 25,- will be charged. As the start numbers are personalized, passing them on to a third person is only allowed for the organizer, but not for the participant.

It is recommended to take out a private travel cancellation insurance in advance, furthermore it is advised to take out an insurance with mountain rescue.

(8) Cancellation of the present registration by the participant can only be made in writing.

§ 4 Cancellation of the event - non-attendance

(1) In the event of cancellation of the event or individual sections of the course due to force majeure (e.g. bad weather, pandemics), non-participation or abandonment of the race for reasons for which the organizer is not responsible, the participant shall not be entitled to a refund/proportionate reimbursement of the participation fee or to compensation for other damages such as travel or accommodation costs.

(2) If a registered participant does not show up at the start, there is no right to a refund of the participation fee.

§ 5 Disclaimer

(1) With the given registration the participant registers bindingly to the event and assures thereby without further examination by the organizer to have the special previous experience and knowledge specified in point 1 of the regulations.

(2) Claims for damages by the participant against the organizer, for whatever legal reason, are excluded. This does not apply if the organizer, his legal representatives or vicarious agents have acted with intent or gross negligence or if liability is mandatory for damages for which the organizer is responsible, such as injury to life, body, health or essential contractual obligations.

(3) The participant agrees to submit to controls ordered by the organizer.

(4) The participant is fully aware of and accepts the conditions of participation and the valid regulations. He expressly declares that he has fully read, understood and accepted all the rules, regulations and conditions contained therein.

(5) The participant declares with his signature that he participates in the event at his own risk and that he is sufficiently insured against accidents (also abroad).

(6) The organizer assumes no liability for health risks of the participant in connection with the participation in this event. With the start of the event, the participant bindingly declares that there are no health concerns against his participation and that his physical performance level corresponds to the requirements of such an alpine endurance competition. He has to take care of the proper equipment according to the regulations.

(7) The organizer assumes no liability for lost valuables, clothing and equipment, as well as during luggage transport (garment bags, drop bags, etc.).

(8) The organizer is not liable for reductions in performance that occur because the participant is prevented from participating in whole or in part due to legal regulations and/or official orders.

(9) In the event that the participant or the organizer commissions third parties, e.g. the alerting of rescue services, the costs incurred in this regard are to be borne by the participant himself/herself or the organizer has the right to collect any costs incurred from the participant.

(10) It is strongly recommended to take out a private health insurance for abroad, which also includes helicopter operations and return transports.



§ 6 Data collection and utilization

(1) By registering, the participant declares that he/she agrees that the data specified in the registration for timing, placement and results may be recorded and passed on to third parties and for publication on the Internet.

(2) The personal data provided by the participant during registration will be stored and processed only for purposes of implementation and processing of the event. This applies in particular to the data required for payment processing. With the registration, the participant agrees to the storage of the data for this purpose.

(3) The participant agrees that photos, film footage and interviews taken in connection with his/her participation in the event may be distributed and published in radio, television, print media, books, social media (Facebook, Instagram, event website, PLAN B homepage, Youtube, etc.) without any claim to remuneration. In addition, the participant agrees to the disclosure of his/her personal data for the purpose of sending photos produced by a company commissioned by the organizer. However, the participant does not hereby declare at the same time that he/she wishes to purchase such a photo.

(4) The participant agrees to the publication of his/her name, first name, year of birth, team name, start number and results (placings and times) in all print media relevant to the event (list of participants, list of results, etc.) and in all electronic media such as the Internet.

(5) The participant may object to the disclosure and publication of his/her personal data to the organizer in writing, by fax or e-mail.

(6) By providing the e-mail address, the participant agrees that the organizer may use it for sending information to him/her.

§ 7 Limitation

Claims of the participant against the runningsports.ch club, no matter for what legal reason, become statute-barred after one year from the contractual end of the event.

Swiss law applies as agreed, place of jurisdiction for any disputes is Wilisau.

Note: For reasons of readability, the masculine form was chosen in the text, nevertheless, the information refers to members of both genders.

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