



## Athlete Declaration

Name of athlete: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
Name of supporter: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Telephone number: \_\_\_\_\_

### Terms and Conditions of Participation, Waiver of Liability and Declaration of Consent for the Austria eXtreme Triathlon Association

As a participant, I am aware that taking part in extreme endurance events, in particular an extreme triathlon, involves significant risks to life, health and physical safety. This includes, in particular, risks arising from:

- physical and mental exhaustion,
- overexertion and medical emergencies,
- weather and environmental influences,
- road traffic and public traffic areas,
- natural and artificial obstacles,
- technical defects or equipment deficiencies,
- fault on my own part or on the part of third parties,
- alpine or exposed sections of the course.

I am aware that, in the context of an extreme triathlon, physical and psychological stress may reach my personal performance limit and that, despite the greatest possible safety precautions, serious injuries or fatalities cannot be ruled out.

#### Health condition and personal responsibility

I expressly declare that I:

- have trained sufficiently for participation,
- am physically healthy,
- have a state of health appropriate for the event,
- and, where necessary, have had this medically clarified or confirmed.

Participation is entirely at my own risk and on my own responsibility.

#### Road Traffic Regulations

I am aware that the provisions of the Austrian Road Traffic Regulations (StVO) apply without restriction on public roads and traffic areas. I undertake to comply with all applicable legal provisions.

#### Mandatory supporter

I am aware of and expressly accept that starting in the Austria eXtreme Triathlon is permitted only with a registered supporter.

The supporter is responsible in particular for:

- support during the race,
- transport of personal equipment,
- and assistance with regard to safety and supplies.

As the participant, I am fully liable for the conduct of my supporter.

#### Online briefing and race information

I expressly confirm that both I, as the participant, and my registered supporter have watched in full, understood and acknowledged the online briefing provided by the organiser.

This includes in particular:

- safety instructions,
- course information,
- cut-off times,
- rules of conduct,
- supporter rules,
- traffic and environmental regulations,

- emergency procedures,
- and all competition-related requirements of the organiser.

Together with my supporter, I undertake to comply with all rules and instructions communicated in the briefing.

Lack of knowledge of the contents communicated in the online briefing does not release either me or my supporter from responsibility or from possible sanctions under the regulations or terms of participation.

### **Environmental and fairness rules**

Discarding or leaving behind waste or items of equipment outside the designated areas will, without exception, result in disqualification.

I undertake to participate in the event only with equipment that is technically flawless and appropriate for the requirements.

The instructions of the organiser, race management, helpers, security staff and medical personnel must be followed immediately at all times.

### **Exclusion from the event**

I am aware of and expressly agree that exclusion from the competition may occur:

- if cut-off times are not met,
- in the event of behaviour relevant to safety,
- in the event of health risks,
- in the event of breaches of the regulations,
- or if instructions are not followed.

A doctor, paramedic, member of race management or member of the Austria eXtreme Triathlon crew is entitled to prohibit my further participation at any time if there is a risk to my health or to public safety.

### **Medical treatment and costs**

I agree that, in the event that medical care or rescue is necessary, all resulting costs shall be borne exclusively by me.

This includes in particular:

- medical care,
- rescue and recovery costs,
- hospital stays,
- transport costs,
- other consequential costs.

These services are not included in the entry fee and cannot be charged to the organiser or its helpers or partners.

Taking out private accident and liability insurance is expressly recommended.

It is the responsibility of the participant to have sufficient insurance cover.

### **Waiver of liability**

I waive all liability and compensation claims against the organiser, the Austria eXtreme Triathlon Association, its bodies, officials, helpers, sponsors, partners, landowners and authorities, insofar as such claims are not based on intent or gross negligence and may be excluded by law.

This includes in particular claims due to:

- injuries,
- damage to health,
- property damage,
- financial loss,
- consequential damage,
- or fatalities.

This waiver also applies for the benefit of my relatives, heirs, legal successors and other third parties.

### **Recourse and indemnification clause**

If the organiser is held liable by authorities, organisations, landowners or other third parties due to my conduct or the conduct of my supporter, I undertake to fully indemnify and hold the organiser harmless in this respect.

This includes in particular:

- administrative penalties,
- fines,
- monetary penalties,
- disturbances of possession,
- claims for damages,

- procedural and legal fees,
- and any other expenses arising therefrom.

I am jointly and severally liable with my supporter for all breaches committed by my supporter.

### **Theft and property damage**

The organiser assumes no liability whatsoever for:

- theft,
- loss,
- damage to equipment,
- vehicles,
- valuables,
- or other property.

### **Force majeure / event changes**

I expressly accept that, for reasons of force majeure, official requirements, safety concerns, weather conditions or other unforeseeable events, the following may be necessary at any time:

- course changes,
- schedule changes,
- programme changes,
- interruptions,
- or cancellation of the event.

No claims against the organiser arise from this, in particular no claims for refunds, compensation or replacement.

### **Photo, film and media rights**

I expressly agree that all of the following created in connection with my participation in the Austria eXtreme Triathlon may be used, published and processed by the organiser free of charge without limitation as to time, place or subject matter:

- photos,
- video recordings,
- interviews,
- audio recordings,
- and other media content.

This includes in particular use for:

- print media,
- websites,
- social media,
- press work,
- advertising and marketing purposes,
- and future event applications.

### **Data protection / GDPR**

The contracting party agrees that the following personal data:

- name,
- address,
- date of birth,
- telephone number,
- email address

may be processed by the Austria eXtreme Triathlon Association for the purpose of event administration, participant management, safety, information about the event and the sending of newsletters, updates and advertising material.

The data may be passed on, within the framework of event organisation, to internal helpers, officials and service providers commissioned with carrying out the event.

Data processing is based on consent pursuant to Art. 6 para. 1 lit. a GDPR.

This consent may be withdrawn at any time by email to: [office@autxtri.com](mailto:office@autxtri.com).

Withdrawal does not affect the lawfulness of data processing carried out up to that point.

### **Severability clause**

Should individual provisions of this declaration be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected.

In place of the invalid or unenforceable provision, the legally permissible provision that comes closest to the economic purpose of the original provision shall be deemed agreed.

By registering, I expressly confirm that I have read, understood and accepted all terms and conditions of participation, safety provisions, liability provisions and data protection provisions. I also confirm that my registered supporter has been informed of all relevant contents and also accepts them.

Date: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Supporter signature: \_\_\_\_\_