

**CONDITIONS OF PARTICIPATION**  
**„Arlberger Wadlbeisser 2024“**

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# **Teilnahmebedingungen „Arlberger Wadlbeisser“**

## **1 General / Scope of application**

- 1.1 The Arlberger Waldbeisser Event ("AWB" for short) with the event formats Arlberger Waldbeisser 13.5 km and Arlberger Wadlbeisser 7 km is organized by the St. Anton am Arlberg Tourist Board, Dorfstraße 8, 6580 St. Anton am Arlberg ("Organizer" for short).
- 1.2 The AWB is designed as an extreme test of toughness, strength, endurance, camaraderie and courage and requires a high level of physical fitness and health.
- 1.3 Persons who have reached the age of 18 are eligible to start. From the age of 16, they can participate with the signature of their legal guardian.
- 1.4 Persons taking part in the AWB (the "Participant") confirm by registering for participation that they have read and understood the present conditions of participation (the "Conditions") and accept them in full.
- 1.5 The Terms and Conditions of Participation, including the rules (Annex ./1) and the limitations of liability for the Organizer, are described in detail below.
- 1.6 here are no plans to cancel, amend or modify the terms and conditions. However, the organizer reserves the right to take such measures, which must be announced in writing.

## **2 Registration for the AWB / disqualification**

- 2.1 The participant can register for the AWB from 01.02.2024 until 30.08.2024 at the latest by registering online at [www.arlberger-wadlbeisser.at](http://www.arlberger-wadlbeisser.at).
- 2.2 Registration must be made in person or by an authorized representative (for group registrations) by the respective participant. Each applicant who registers a third participant confirms with his/her registration that he/she is sufficiently authorized to do so.

- 2.3 Registration shall be deemed complete and final when the applicant clicks on the "Register" button and has received the automated confirmation email from the organizer.
- 2.4 The Organizer reserves the right to reject registrations and/or issue a ban on participation at its own reasonable discretion.
- 2.5 The organizer has the right to disqualify participants at any time for important reasons. Important reasons include, in particular, damage to the image of the organizer, the town of St. Anton am Arlberg or the Arlberg region or disregard of these conditions and the rules.

### **3 Conditions of participation**

- 3.1 In order to be allowed to participate in the AWB, the participant must meet the requirements set out in the following subsections of this point 3.
- 3.2 The participant's registration must be completed (see point 2.3).
- 3.3 The entry fee must be paid in good time. The entry fee is € 84.00 (13.5 km), € 74.00 (7 km) and € 66.00 (group participants) until 30.08.2024 and includes participation in an AWB competition.
- 3.4 The right to participate and thus to a starting place in the respective competition only becomes effective after receipt of payment of the entry fee.
- 3.5 There are currently no plans to limit the number of starting places. However, should this become necessary due to official requirements, external influences (bad weather, terror threats, etc.), sports organizational circumstances or other reasons, the ranking will be based on the time of receipt of the registration fee (first come/first serve). In the event of simultaneous arrival, the lot decides.
- 3.6 Reasons for a ban on participation include, but are not limited to:
  - 3.6.1 Should the physical or mental condition of the participant require a ban on participation, in particular because the participant is endangering himself or other participants. However, the organizer is not obliged to check the physical and/or mental condition of the participant.

- 3.6.2 At least grossly negligent disregard of the rules, particularly in terms of safety.
- 3.6.3 Failure to comply with the instructions of the organizer and the persons acting on its behalf (as vicarious agents) and/or of emergency and rescue services.
- 3.6.4 If there are circumstances under which the image of the competition, the organizer, the municipality of St. Anton or the Arlberg region would suffer or there is a threat of other damage to them.
- 3.6.5 If there is a concrete, justified suspicion of doping on the part of the participant or in the event of a positive doping test.
- 3.7 Participation in the AWB is a highly personal right and each participant must personally collect his/her starting documents and sign the exclusion of liability (see point 5.1) on site. In order to verify the identity and age of the athletes, the presentation of an identity card/passport (or a document deemed equivalent in the respective country of residence of the participant) may be requested at the check-out or during other checks. The participant is only entitled to start if he/she fulfills these requirements.
- 3.8 The race number will only be issued to the participant personally upon presentation of the payment confirmation. Passing on or selling the race number to third parties before or during the event is not permitted and will lead to disqualification of the buyer and seller as well as future participation bans for both parties concerned.
- 3.9 The timing chip must be returned to the organizer immediately after the competition, otherwise the participant is obliged to pay an amount of EUR 50 for the chip.
- 3.10 If a participant does not start, there is no entitlement to a refund of the entry fee. It is therefore advisable to take out cancellation insurance when registering.
- 3.11 Safety regulations and safety instructions of the organizer and its natural and legal persons acting as vicarious agents must be observed and followed. The

instructions of the organizer, the competition management, the doctors, the rescue services, the police and the fire department must be followed.

- 3.12 In addition, the rules contained in the regulations must be observed.
- 3.13 Participants are responsible for informing themselves about the competition description and schedule valid at the time of the competition. Special attention is drawn to the fact that there may be changes in the run-up to the event.
- 3.14 Each participant is responsible for the technical safety of their own equipment and must ensure that it complies with the rules.
- 3.15 The organizer pursues a strict anti-doping policy, which is in accordance with the code of the World Anti-Doping Agency ("WADA"). Do-ping will not be tolerated; any doping violation will result in a ban on participation.
- 3.16 Each participant agrees to comply with the WADA Code. The participant will comply with requests from the organizer, in particular for doping tests and the submission of doping samples.

#### **4 Scope of services**

4.1 The entry fee includes in particular the following (partly voluntary) services:

4.1.1 Organization of the AWB

4.1.2 Participation in the AWB itself

4.1.3 Official certificate of participation

4.1.4 Results lists on the Internet

4.1.5 Supporting program

4.1.6 AWB souvenir

4.1.7 Start numbers handed out may be kept as souvenirs

4.1.8 Catering on the race course and in the finish area

4.1.9 Pasta voucher for specified restaurants in St. Anton am Arlberg

4.2 Apart from the organization and participation in the AWB, the participant has no legal claim to the above-mentioned voluntary ancillary and additional services.

## **5 Cancellation, Refund, Cancellation of the Event**

5.1 If a cancellation is received by the organizer in writing (letter, e-mail) no later than 14 days after registration, the entry fee already paid will be refunded.

5.2 The organizer recommends that all participants take out cancellation insurance for themselves and their team members.

5.3 In the event of cancellation of the event or shortening of the route due to force majeure (safety reasons, bad weather, cold, lack of snow, official requirements, etc.), failure to start or abandonment of the competition for reasons for which the organizer is not responsible, the participant is not entitled to a refund of the entry fee or compensation for other damages, such as travel or accommodation costs.

5.4 A refund of the entire entry fee will only be made in the following special cases:

5.4.1 If all starting places have already been allocated when the participant registers.

5.4.2 If the number of starting places for a sport is subsequently limited.

5.4.3 In the event of timely withdrawal (see point 12).

## **6 Liability / Exclusion of liability**

6.1 The participant is aware and accepts that participation in the competitions is associated with risks that may cause injury to life and limb and damage to property. Furthermore, the participant may also cause damage to other persons or objects due to the risks involved.

6.2 The participant is aware and accepts that he/she is voluntarily exposing him/herself to risk under competition conditions. Even under the best possible conditions in terms of organization, safety, but also physical and mental fitness

of the participant, dangerous situations, accidents and similar damaging events cannot be ruled out.

- 6.3 It is the participant's responsibility to take out appropriate accident and/or health insurance, repatriation insurance, business interruption insurance, etc. (see also point 7.2).
- 6.4 The organizer and all persons attributable to him (see point 6.5) shall only be liable for at least negligent conduct, but with the following limitations:
  - 6.4.1 Liability for property damage and financial loss caused by slight negligence is excluded.
  - 6.4.2 Liability for pure financial losses, consequential losses and loss of profit is completely excluded, regardless of the degree of fault.
  - 6.4.3 If the participant engages in his/her sporting activity (participation) in principle because it primarily serves to earn money or secure his/her livelihood, he/she is not considered a consumer. This is particularly the case if he is a professional athlete or if ongoing sponsorship contracts have been concluded with him. In this case, the organizer and his vicarious agents are only liable for property damage and financial loss caused by gross negligence or intent. In addition, liability shall be limited to the amount of insurance cover taken out for the event.
  - 6.4.4 The organizer assumes no liability for any items stored free of charge.
- 6.5 The Participant shall fully indemnify the Organizer and all natural and legal persons attributable to the Organizer or who have granted the Organizer rights to hold the event against third parties who claim damages due to unlawful conduct by the Participant (including, in particular, for any legal defense costs). The persons attributable to the Organizer include, in particular, all employees and bodies of the Organizer, the municipalities of St. Anton am Arlberg and the owners of the land over which the AWB runs.
- 6.6 The participant shall also sign this disclaimer in the form provided for this purpose on site when collecting the starting documents, and in the case of minors, the legal representative shall also sign it (see point 3.10).



## **7 Assurances of the participant**

- 7.1 The participant hereby undertakes and confirms that he/she has taken out appropriate liability insurance for damages caused to the organizer or third parties during the AWB.
- 7.2 The participant declares that he/she has adequate health insurance which also covers transportation, medical and treatment costs in Austria. In addition, the participant is recommended to take out further insurance, e.g. accident insurance.
- 7.3 The participant declares to inform himself/herself in advance about the course (the route), the facilities and the equipment as well as the terrain. He/she will inform the organizer immediately if he/she is of the opinion that these are unsafe or that there are unacceptable risks. By participating in the AWB event, the participant acknowledges that he/she considers the course to be suitable for participation.
- 7.4 Participants are solely responsible for the condition and suitability of their own equipment.
- 7.5 Participants undertake not to throw away any waste or other objects (e.g. empty drinking bottles) on the course. Failure to do so entitles the organizer to exclude the participant from further competition or to subsequently disqualify him/her. In addition, the participant must pay for any damage, e.g. removal costs.
- 7.6 The Participant undertakes to behave appropriately at all times, to treat all persons, facilities and equipment with respect and to participate in the Event with a cooperative and positive attitude.
- 7.7 The Participant or, in the case of minors, the legal representative assures that he/she is of legal age; furthermore, he/she assures that all information provided by him/her is complete and truthful.
- 7.8 The participant affirms that he/she is in good health and physically able to participate in the AWB without endangering him/herself or third parties. He also assures that no doctor has advised or warned against participation.

- 7.9 The participant acknowledges that he/she is responsible for continuously monitoring his/her own physical and mental fitness during the competition and for withdrawing from the competition immediately and informing the responsible marshals as soon as his/her continued participation poses a danger to himself/herself or others.
- 7.10 The participant undertakes to check his/her own fitness to take part in the event on the day of the competition at the latest. In case of doubt, the starter must consult a doctor. The organizer and its vicarious agents shall not carry out any (medical) tests with regard to the physical and mental fitness of the participant.
- 7.11 The participant hereby agrees to bear all costs for emergency medical care and ambulance transportation.
- 7.12 If minors participate in the AWB, the above assurances are given by the legal representative on behalf of the minor.

## **8 Duration of the contract**

- 8.1 The rights and obligations resulting from the Terms and Conditions and the contract concluded on the basis thereof shall apply until the end of the AWB.
- 8.2 If the nature of the matter necessitates a longer contract period, this shall apply (e.g. point 9).

## **9 Choice of law and place of jurisdiction**

- 9.1 These conditions and the contract concluded between the participant and the organizer and all claims arising from the legal existence or non-existence of these conditions and the contract shall be governed by Austrian substantive law to the exclusion of the provisions of Austrian international private law. It should be noted that this choice of law clause does not apply the mandatory provisions of the country of residence of the participant if this country of residence is a member of the European Economic Area (EEA). These mandatory provisions shall apply in such a case and provide additional protection.
- 9.2 The exclusive place of jurisdiction for all legal disputes arising from a contract concluded or to be concluded on the basis of these terms and conditions and

the contract itself between the organizer and the participant shall be the competent court for A-6580 St. Anton am Arlberg. Anton am Arlberg is agreed between the organizer and the participant. However, the organizer may also sue the contractual partner at another legal domestic or foreign place of jurisdiction.

## **10 Image and video material, intellectual property rights**

10.1 The participant agrees that the organizer, including its vicarious agents, sponsors and media companies (the "Authorized Parties") may record image and/or video material as well as pure audio material (the "Material") of him/her in any manner whatsoever in the context of the competitions and the stay at the AWB.

10.2 Furthermore, the participant agrees that the authorized parties may use this material at their own discretion to promote the AWB and subsequent similar or similar competitions and to market the Arlberg and Tyrol tourist region, in particular to broadcast it and make it accessible to third parties. This material may also be used commercially. The participant is not entitled to any remuneration for this.

10.3 There is no time limit on the exercise of these rights by the authorized parties.

10.4 All rights to the material belong to the authorized persons.

## **11 Data protection and data processing**

11.1 The Organizer expressly undertakes to comply with all relevant data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation") and the Federal Act on the Protection of Natural Persons with regard to the Processing of Personal Data (Data Protection Act - DSG).

11.2 In this context, reference is made to the Organizer's separate data protection declaration, which the Participant must read, take note of and accept in addition to the Terms and Conditions.

11.3 The privacy policy is available at [www.arlberger-wadlbeisser.at](http://www.arlberger-wadlbeisser.at)

## **12 Right of withdrawal**

12.1 Participants who are consumers have the following right of withdrawal. Consumers are all participants who do not fall under point

12.2 A contractual partner who is a consumer within the meaning of the Consumer Protection Act has the right to withdraw from this contract within 14 (fourteen) days without giving reasons.

12.3 The withdrawal period is 14 days from the date of the completed registration (see point 2.3) and ends at the latest with the event.

12.4 If this right of withdrawal is exercised within the time limit, the consumer is no longer bound by his registration. The date on which the declaration of withdrawal was sent to the organizer is decisive for exercising the right of withdrawal.

12.5 The right of withdrawal must be exercised to: Tourismusverband St. Anton am Arlberg, Dorfstraße 8, 6580 St. Anton am Arlberg;  
events@stantonamarlberg.com

12.6 In order to comply with the withdrawal period, it is sufficient that the notification of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period.

12.7 As a result of a justified revocation, the Organizer must repay the majority of the entry fee received from the Participant immediately and at the latest within fourteen days of the day on which the Organizer receives notification of the revocation of this contract. For this repayment, the organizer shall use the same means of payment that the participant used for the original transaction.

## **13 Other provisions**

13.1 Should provisions of these terms and conditions not be or become legally effective or should there be a loophole, the remaining provisions shall remain in force. In place of the invalid provision or to fill the loophole, an appropriate provision shall be deemed to have been agreed which comes closest to the

hypothetical intention of the contracting parties or which would have been agreed in accordance with the meaning and purpose of the agreement reached if the point had been considered.

13.2 The Organizer may transfer its rights and obligations in whole or in part to third parties at any time.

13.3 For participants who are not consumers, rescission due to error is excluded.

13.4 Insofar as references in this contract to natural persons are only made in the masculine form, they refer to women and men in the same way.