



General Terms & Regulations 2019

ARTICLE 1: DEFINITIONS

1.1. In these general terms and conditions, the following definitions apply:

1. Event: the Triathlon Stein and kidstriathlon event organized by the organization (Triathlon Stein Foundation) in any year.

2. Participant: the natural person who has registered for participation in the event in a manner permitted by the organizer.

3. Agreement: the agreement for participation of the participant in the event.

4. Organizer: the legal entity (in this Triathlon Stein Foundation) with which the participant has entered into an agreement.

1.2. These general conditions apply to each agreement.

1.3. The registration conditions and regulations of the Dutch Triathlon Association apply. These regulations are applicable as long as they are deviated from in these conditions.

ARTICLE 2: PARTICIPATION

2.1. The participant must comply with the minimum ages set for each category. The risks of the event are too high if participants do not meet the set age requirement.

2.2. The participant may take part in the event if he has completed the enrollment form completely and truthfully and if the participant has agreed to the general terms and conditions.

2.3. The organizer of the event is entitled at all times to change the times of the start groups to which the participants register.

2.4. A subscription is personal and not transferable.

2.5. The subscription is only final after payment.

2.6. Changing the distance for a definitive registration is not possible.

2.7. You can only unsubscribe by sending an e-mail to inschrijvingen@triathlon-stein.nl and is only final after confirmation by the organization.

2.8. If you cancel before 5 April 2019, you will be charged 5 euro administration costs.

2.9. If you cancel between 5 April and 4 June 2019, 50% of the registration fee will be charged.

2.10. If you unsubscribe after 4 June 2019, the registration amount will not be refunded.

2.11. If all starting places have been forgiven, a waiting list will be created in order of registration.

2.12. In case of cancellation of the event due to unforeseen circumstances you are not entitled to a refund of the registration fee.

2.13. The organizer of the event may decide to cancel the event due to exceptional circumstances (force majeure).

2.14. Due to the decision of the organizer not to proceed with the event, no liability arises for reimbursement of the costs incurred by the participant, sponsor or suppliers in relation to the event.

ARTICLE 3: LIABILITY

3.1. Participation is at your own risk. The organizer is not liable for any damage, however named, that the participant may suffer as a result of the participation. The organizer is also not liable for loss, theft or damage of property. Unless this damage is the direct result of intent or gross negligence attributable to the organizer. If a participant wishes to claim this, this claim must be made known to the organization at the time of the event. In this case, a registration will be drawn up by the organization on site, in which the exact circumstances and the resulting damage will be drawn up in writing. This exclusion of liability also applies to serious damages such as all possible types of damage as a result of injury or death.

3.2. If, in spite of the provisions of the first paragraph of this article, liability of the organizer for damage of the participant has to be assumed, the organizer's obligation to compensate that damage is limited to not more than the amount that the organizer of the organizer has to pay in respect of that pays out damage.

3.3. The participant must be adequately insured against the risk of damage that he or a survivor may suffer as a result of his death, injury or illness caused by his participation in the event.

3.4. The participant declares to be familiar with the fact that participation requires good health in both a psychological and physical sense, and declares that he meets this requirement and that he has adequately prepared himself for the event through training and otherwise. The organizer strongly and urgently advises the participant to have a sports medical examination in connection with participation in the event.

3.5. The participant indemnifies the organizer for liability for damage that third parties may suffer as a result of an act or omission attributable to a participant in relation to the event. The participant must be adequately insured against the risk of liability for the said damage.

3.6. The participant indemnifies the organizer for liability for damage that a third party may suffer due to the participant during his participation in the event, unless this damage is the direct result of intent or gross negligence attributable to the organizer.

3.7. In addition to the foregoing, in the case of participation in the kid's triathlon, the parent / carer bears the full risk for the child. The organizer is not liable for any form of damage or injury.

ARTICLE 4: PORTRAIT LAW

4.1. The participant grants prior permission to the organizer for the disclosure of photographs and images and the like, made during or around the event, on which the participant is visible.

ARTICLE 5: PERSONAL DATA

5.1. The personal data provided by a Participant are recorded by the Organizer in accordance with the Personal Data Protection Act. The General Data Protection Regulation (AVG) will apply as of 25 May 2018. This means that from that date onwards, the same privacy legislation applies throughout the European Union (EU). The Personal Data Protection Act (WBP) then no longer applies. By participating in an Event, a Participant grants permission to the Organizer to use the personal data for the transmission of information to the Participant and (if the Participant has given permission for this on the registration form) for providing the personal data to third parties for the purpose of sending information to the Participant.

ARTICLE 6: CONTEST RULES

In anticipation of the instructions given on the day of the event itself, the following conditions are already formulated.

6.1. Stayering is not allowed.

6.2. Interference with other participants is not allowed, just as the assistance from outside.

6.3. A participant who ceases the game must immediately inform the competition management.

6.4. Instructions from the organization and traffic controllers must be followed.

6.5. The competition management has the right, after consultation with the medical staff, to have one

take participant out of the race on medical grounds. Exclusion of participation is also possible in case of unsportsmanlike or improper behavior, on consideration of the board.

6.6 The Road Traffic Act and the legislation based on it, such as the traffic regulations and traffic signs regulations, will remain in force during the Event on the entire course.

6.7. Taking objects that can lead to limitation of safety in the event is not permitted. Tracking the race with cars, motorbikes or other means is not permitted.

6.8 The participant is expected not to cause damage to the property of others, to leave no waste, and to urinate in public is prohibited.

6.9. During the event it is not permitted to express explicitly political, philosophical or religious ideas or to make statements that can be experienced as offensive, hurtful or insulting in any way whatsoever.

6.10. The actual assignment of starting boxes to a participant is made by the organizer. The participant is obliged to be present in the relevant courses the minimum number of minutes before the start - in accordance with the conditions stated during the competition day.

6.11. The participant receives a starting number from the organizer stating the number assigned to him. The Participant must confirm and bear this in accordance with the instructions on the competition day. It should not be cut or folded. Failure to follow may result in disqualification.

6.12. The participant is obliged to fill in the medical passport on the back of the race number, as far as is decided here during the preparation of the event.

6.13. Time registration is done by using a MYLAPS BibTag (or equivalent). The gross end times are rounded up to full seconds.

6.13. Every participant in the race who reaches the finish line within the agreed final limit, can win prizes. A participant is not entitled to a prize if he has acted contrary to the regulations. A prize awarded must be returned to the organizer if it appears after the ceremony that the participant has acted in violation of the regulations.

6.14. The organizer determines the result and is entitled to change the result after any inaccuracies.

6.15. In all cases where this regulation does not provide, the Organizer decides.

ARTICLE 7: DISPUTES

7.1. The contract and all legal relations that may arise between the organizer on the one hand and the participant on the other, are governed exclusively by Dutch law.

7.2. In the event of disputes arising from the Agreement or from the legal relations arising therefrom, the parties will first consult with each other in order to terminate this dispute amicably. If the parties do not succeed, a dispute as referred to above will be exclusively settled by the competent court of the place of business of the organizer.

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