



GENERAL TERMS AND CONDITIONS

MADRISA TRAIL KLOSTERS 2024

§ 1 Application - Validity

(1) The MADRISA TRAIL KLOSTERS (hereinafter referred to as MTK) is an event organized by the runningsports.ch association.

(2) The GTC are published on the Internet at www.madrisatrail.ch. They are part of the contract between the organizer and the 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 10 (T11), 16 (T24) or 18 (T33 and 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 special features (night, cold, possibly snow, rain, wind, altitude) of the event and prepare themselves accordingly. Anyone who has duly registered and is in possession of an official MTK start number can take part.

(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 marked personnel must be followed at all times. 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 exclude the person concerned from the event and/or disqualify them at any time. Legally binding declarations may only be made to participants by the organizer's authorized personnel. The participant expressly declares to recognize and strictly comply with the Covid-19 measures of the organizer and the authorities in force during the event period!

(3) All regulations, instructions and guidelines contained in the invitation to tender and in supplementary instructions constitute a direct contractual obligation of the participant. Claims of any kind in connection with the contract or the services provided by the organizer must be asserted by the participant against runningsports.ch within one month of the contractually agreed end of the MTK.

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

(1) Registration takes place online on the homepage. Registration is binding for the participants. Once registration has been completed in full, 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 immediately upon registration. If the participation fee is not paid on time within 4 weeks of registration, the registration expires and the starting place is released again.

(2) The participation fees for the individual distances are:	->	ab 01.05.2024
• T54: CHF 109,00 per person	->	CHF 139,00 per person
• T33: CHF 79,00 per person	->	CHF 99,00 per person
• T24: CHF 59,00 per person	->	CHF 79,00 per person
• T11: CHF 39,00 per person	->	CHF 49,00 per person

The exact scope of services for a starting place can be found on the homepage.
A late registration fee of CHF 20.00 will be charged for late registrations on site.

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

- PayPal
- Credit card
- Direct debit SEPA

(4) The organizer will send a confirmation of registration to the participants after receipt of the registration and payment 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 personal data when registering, is subject to a ban by an international/national association or is suspected of having taken unauthorized substances (doping).

(5) As part of the registration process, participants will only receive their starting documents if they hand in their signed declaration of liability. The participant must collect the start number and sign the declaration of liability in person.

(6) The organizer may exclude the participant from the event/terminate the contract with the participant if:

- he violates the regulations and/or the rules and instructions (before or during the event).
- he disrupts the event or endangers himself or others.
- he does not follow the instructions of the event management or staff.
- he is in breach of contract to such an extent that the immediate termination of the contract is justified.

If the organizer terminates the contract with the participant, the entitlement to the participation fee shall lapse.



(7) The following cancellation conditions apply:

- If you cancel by 30.06.2024, we will refund 50% of the entry fee.
- After expiry of the aforementioned deadline, the entry fee will no longer be refunded. Booked merchandise items cannot be refunded.
- Refunds will be made within 14 working days of receipt of the written cancellation.

The request to change to a different distance must be sent in writing by email to info@planb-event.com. No money will be refunded, or the difference including processing fee (CHF 25) must be paid.

To transfer the starting place to a third person, the participant must send us an e-mail to info@planb-event.com in order to receive an explanation of how to proceed. This will incur a processing fee of CHF 25.

As the start numbers are personalized, only the organizer, but not the participant, is permitted to pass them on to third parties.

It is recommended to take out private travel cancellation insurance in advance and to take out insurance with mountain rescue.

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

§ 4 Cancellation of the event - non-appearance

(1) In the event of cancellation of the event or individual sections of the route due to force majeure (e.g. bad weather, pandemics), failure to start or abandonment of the race for reasons for which the organizer is not responsible, the participant shall not be entitled to a refund/pro rata refund of the participation fee or 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 entitlement to a refund of the participation fee.

§ 5 Disclaimer

(1) With the specified registration, the participant bindingly registers for the event chosen by him/her and thereby assures, without further examination by the organizer, that he/she has 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, limb, health or essential contractual obligations.

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

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

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

(6) The organizer assumes no liability for health risks of the participant in connection with participation in this event. At the start of the event, the participant bindingly declares that there are no health concerns against his/her participation and that his/her fitness level meets the requirements of such an alpine endurance competition. He/she must ensure that he/she is properly equipped in accordance with the regulations.

(7) The organizer accepts no liability for lost valuables, items of clothing and equipment, nor during the transport of luggage (clothing 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) If third parties are commissioned by the participant or the organizer, e.g. the alerting of rescue services, the costs incurred are to be borne by the participant or the organizer has the right to collect any costs incurred from the participant.

(10) It is strongly recommended that participants take out (international) health insurance that also covers helicopter missions and repatriation transportation.



§ 6 Data collection and utilization

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

(2) The personal data provided by the participant when registering will be stored and processed only for the purposes of organizing and running the event. This applies in particular to the data required for payment processing. By registering, the participant consents to the storage of data for this purpose.

(3) The participant agrees that the photos, film recordings and interviews made 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 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 printed media relevant to the event (list of participants, results list, etc.) and in all electronic media such as the Internet.

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

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

§ 7 Statute of limitations

Claims of the participant against the organizer, irrespective of the legal grounds, expire one year after the contractually agreed end of the event.

Swiss law is deemed to have been agreed and the place of jurisdiction for any disputes is CH-7250 Klosters.

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

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