

GENERAL TERMS AND CONDITIONS MADRISA TRAIL KLOSTERS 2025

§ 1 Application - Validity

- (1) The MADRISA TRAIL KLOSTERS (hereafter referred to as MTK) is an event organized by the local association Runningsports.
- (2) The terms and conditions 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), 14 (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 the special features (night, cold, possibly snow, rain, wind, altitude) of the event and prepare for it accordingly. Anyone who has duly registered and is in possession of an official MTK start number can participate.
- (2) Participants will be informed of organizational measures by the organizer before the start of the event. The instructions of the organizer and his appropriately identified staff must be followed. In the event of violations that may disrupt the proper course of the event or endanger the safety of the other participants, the organizer is entitled to exclude the person concerned from the event at any time and/or to disqualify them. Legally binding declarations can only be made to the participants by the organizer's authorized group of persons. The participant expressly declares that he/she recognizes and strictly follows the protective measures of the organizer and the authorities that are in force during the event!
- (3) All regulations, notes and specifications contained in the invitation and in supplementary instructions constitute a direct contractual obligation of the participant. Claims of any kind related to the contract or the services provided by the organizer must be asserted by the participant to runningsports within one month of the contractually scheduled end of the MTK after the end of the event.

§ 3 Registration – Entry fee – Registration confirmation – Terms of payment – Refund – Cancellation – Insurance

- 1) Registration is done online on the homepage. Registration is binding for the participants. After completing the registration, 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 within 4 weeks of registration, the registration will lapse and the starting place will be released again.
- (2) The participation fees for the individual distances are: -> from 01.05.2025
- 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 each starting place can be found on the homepage.

A late registration fee of CHF 20.00 will be added for each late registration on site.

- (3) Payments can be made in three different ways:
- \cdot PayPal/ Credit card/ SEPA direct debit
- (4) The organizer will send a registration confirmation to the participants after receipt of the registration and 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 provided false personal data when registering, is subject to a ban by an international/national association, or if there is suspicion that the participant is taking part after taking unauthorized substances (doping).
- (5) As part of the registration process, the participant will only receive the starting documents upon handing in his signed declaration of liability.

The participant must personally pick up the starting number and sign the declaration of liability.

- (6) The organizer can exclude the participant from the event/terminate the contract with the participant if:
 - \cdot $\,$ he violates the regulations and/or the rules and instructions (before or during the event).
 - he disturbs the event sustainably or endangers himself or others.
 - \cdot he does not follow the instructions of the event management or the employees.
 - he behaves in such a way contrary to the contract that the immediate cancellation of the contract is justified.

If the organizer terminates the contract with the participant, the claim to the participation fee is no longer valid.





(7) The following cancellation conditions apply:

If you cancel by June 30, 2025, we will refund 50% of the entry fee.

After the above-mentioned deadline, there will be no refund of the entry fee. Booked merchandise items cannot be refunded.

The refund 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 the processing fee (CHF 25) must be paid.

To pass on the starting place to a third person, the participant sends us an email to info@planb-event.com to be told how to proceed. A processing fee of CHF 25 will be charged.

Since the starting numbers are personalized, only the organizer is allowed to transfer them to third parties, but not the participant. It is recommended in advance to take out private travel cancellation insurance, and it is also advisable to take out insurance with mountain rescue

(8) The participant can only cancel the registration in writing.

§ 4 Cancellation of the event - non-participation

- (1) If the event or individual sections of the route are cancelled due to force majeure (e.g. bad weather, pandemics), non-participation or termination of the race for reasons beyond the control of the organizer, the participant is not entitled to a refund/partial 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 (no-show), there is no entitlement to a refund of the participation fee.

§ 5 Disclaimer

- (1) By registering, the participant bindingly registers for the event of his or her choice and, without further verification by the organizer, assures that he or she has the special previous experience and knowledge mentioned in points 1 and 2 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 agents have acted intentionally or with gross negligence or for damages for which the organizer is responsible, such as injury to life, limb, health or essential contractual obligations, where liability is mandatory.
- (3) The participant agrees to submit to any checks (including, but not limited to, mandatory equipment checks) 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) With his signature, the participant declares that he is participating in the event at his own risk and that he is sufficiently insured against accidents (including those occurring abroad).
- (6) The organizer assumes no liability for health risks of the participant in connection with participation in this event. The participant declares with binding effect at the start of the event that there are no health concerns against his participation and that his conditional level of performance meets the requirements of such an alpine endurance competition. He/she is responsible for ensuring that he/she is properly equipped in accordance with the regulations.
- (7) The organizer assumes no liability for lost valuables, items of clothing and equipment, including during baggage transport (clothing bags, drop bags, etc.).
- (8) The organizer is not liable for any reduction in performance that may occur if the participant is prevented from participating in whole or in part due to legal regulations and/or official orders.
- (9) If the participant or the organizer commissions third parties, e.g. to alert the emergency services, the costs incurred are to be borne by the participant themselves or the organizer has the right to collect any costs incurred from the participant.
- (10) It is highly recommended that participants take out a (foreign) health insurance policy that also covers helicopter rescue and repatriation transport.





§ 6 Data collection and use

- (1) By registering, the participant declares that he/she agrees that the data provided in the registration form may be collected for timekeeping, placement and results and may be passed on to third parties and published on the Internet.
- (2) The personal data provided by the participant at registration will be stored and processed only for the purposes of conducting and processing the event. This applies in particular to the data necessary for payment processing. By registering, the participant consents to the storage of the data for this purpose.
- (3) The participant agrees that photos, film recordings and interviews made in connection with his/her participation in the event may be distributed and published on the radio, television, in print media, books, social media (Facebook, Instagram, event website, PLAN B homepage, Youtube, etc.) without any claim for compensation. Furthermore, the participant agrees to the disclosure of his/her personal data for the purpose of sending photos that are produced by a company commissioned by the organizer. However, the participant does not hereby declare that he wishes to purchase such photos.
- (4) The participant consents to the publication of his first name, last name, year of birth, team name, starting number and his results (placements and times) in all event-related print media (list of participants, list of results, etc.) and in all electronic media such as the Internet
- (5) The participant can object to the disclosure and publication of his personal data to the organizer in writing, by e-mail.
- (6) By providing the e-mail address, the participant agrees that the organizer may use it to send information to him.

§ 7 Limitation

Claims of the participant against the organizer, for whatever legal reason, become time-barred one year after the contractually scheduled end of the event.

Swiss law shall apply. The place of jurisdiction for any disputes is CH-7250 Klosters.

Note: For reasons of readability, the male form has been chosen in the text, but the information refers to members of both gender.

ORGANIZATION / ORGANIZER:

Verein runningsports

Dominik Heeb

CH-7250 Klosters

T +41 (0)78 735 12 86

E info@planb-event.com

W https://www.madrisatrail.ch

RACE MANAGEMENT:

Verein runningsports

Beat Jann

CH-7250 Klosters

T +41 (0)76 435 73 00

As of October 31, 2024

