

## **Terms & conditions Dam tot Dam Wandeltocht 2014**

### **Article 1: Definitions**

1.1. The following terminology apply in these general terms and conditions:

- a. Event: a walking event Dam tot Dam Wandeltocht organised, in any given year, by the Stichting Sportevenementen Le Champion.
- b. Participant: a person who has registered to take part in the event via a method permitted by the organiser.
- c. Agreement: the agreement that applies to the Participant's participation in the Event.
- d. Organiser: the legal entity (in this case Stichting Sportevenementen Le Champion) with whom the Participant has entered into an agreement.

1.2. These general terms and conditions apply to all Agreements.

### **Article 2: Participation**

2.1. The Participant can only take part in the Event, if he has completed the appropriate entry form fully and truthfully; if the entry fee has been paid before the date of the event and if the Participant has accepted the general terms and conditions.

2.2. In accordance with the agreement with the Participant, refunds of entry fee and additional orders will be made only if written cancellation has been received before 1st of August 2014. Refunds will incur a €5.00 administration fee, which will be deducted from the, already paid, entry fee and additional orders.

2.3. The Organiser can, on grounds of force majeure, cancel the Event at the last minute. In case of cancellation, a new date will not be set; the next edition will take place a year later. In this case the entry fee will not be refunded to the Participant.

2.4. The Organiser is not liable for costs incurred by the Participant in case of cancellation of the Event as a result of force majeure.

### **Article 3: Liability**

3.1. Participation is at own risk. The Organiser is not liable for any damage whatsoever, which the Participant may suffer as a result of participation, unless such damage is caused by the Organiser's wilful or gross negligence. This exclusion of liability also applies to severe damage such as all possible types of losses which result from injury or death.

3.2. If, notwithstanding the first paragraph of this article, the Organiser's liability for damage caused to the Entrant must be assumed, the obligation of the Organizer to compensate for such damages is limited to the maximum amount that the insurer of the Organiser will pay in relation to such damages.

3.3. The Participant must be adequately insured against the risk of harm he or a survivor may suffer as a result of death, injury or illness caused by his/her participation in the Event.

3.4. The Participant declares he/she is aware of the fact that participation requires good mental and physical health and declares that he/she meets this requirement and that he/she has prepared himself/herself adequately for the Event. The Organiser advises the Participant explicitly and urgently to undergo a medical examination before participating in the Event.

3.5. The Participant shall indemnify the Organiser against any liability for damage, which a third party might suffer as a result of a Participant's acts or omissions in relation to the Event. The Participant shall be adequately insured against the risk of liability for such damage.

3.6. The Participant shall indemnify the Organiser against liability for damage which the Participant may suffer as a result of his participation in the Event, unless such damage is caused to the Organiser's wilful or gross negligence.

### **Article 4: Rights to images**

The Participant gives advance permission to the Organiser for making public photographs and images that have been taken during or in relation to the Event, where the Participant is visible.

### **Article 5: Personal details**

Personal information provided by the Participant will be held on file by the Organiser. By participating in an event the Participant gives the Organiser permission to use the Participant's personal data with an aim to provide information to the Participant and (subject to consent given on the registration form by the Participant) for providing the personal information to third parties for providing information to the Participant. By entering into the Agreement, the Participant agrees to the Organiser publishing his/her name and race results, e.g. through publication in newspapers and on the Internet.

**Article 6: Rules**

The rules of the Dam tot Dam Wandeltocht apply to all Participants of the Event.