

TERMS AND CONDITIONS OF PARTICIPATION 2019



The participant named and signed below declares that he/she is in agreement with the following terms and conditions of participation and will acquire eligibility to participate in the RISE&FALL Event by signing this Agreement. After acquiring permission to participate, these terms and conditions of participation automatically form the basis of a legal agreement with the TVB Mayrhofen (Tourist Board Mayrhofen).

1. The participant declares that he/she is aware of all necessary information with regards to this competition and the discipline of his/her choice and is both physically and psychologically competent to compete in this event. Furthermore, each athlete is responsible for ensuring that his/her sports equipment (skis, mountain bike, paraglider-chute) is in good working order. By signing this Agreement, the participant confirms to the organisers that his/her sports equipment meets all specified and required conditions.

2. Participants agree to comply with the terms, conditions and regulations with his/her signature or by clicking on the online registration. He/she also confirms that he/she has read and accepted the conditions of participation. The contract with the event organisers becomes binding upon receipt of the entry fee and the participant has received official confirmation of participation.

Furthermore, participants are required to observe all safety regulations specified by the Organisers (helmet, safety parachute, instructions given by course stewards etc.) Failure to comply will result in immediate disqualification. **WEARING A HELMET IS MANDATORY IN ALL 4 DISCIPLINES!** (Unless otherwise and explicitly specified by the organisers). Such helmet must comply with Ansi/Snell and the new TÜV-/GS norms respectively, or UCI regulations.

Additional paragliders and ski or board

- Every pilot will fly with a valid special pilot's license as flights are 150 m above ground level. Liability insurance is required, as is the wearing of suitable head protection and carriage of an emergency parachute.
- Every pilot is to personally ensure that his/her aeronautical equipment is in possession of type-certification and is officially approved by the competent authorities. For reasons of safety and fairness during the RISE&FALL in Mayrhofen, only certified paragliders (up to maximum EN D / LTF 2-3) may be flown by ALL pilots within the specified weight range.
- The Organisers will make stringent checks on equipment to ascertain whether manipulations have been made to the original trimmed set-up in order to gain unjust advantages. Carriage of a functioning emergency system is obligatory. Harnesses used must be equipped with impact protection, such as protective foam or an air bag protector. The harness must be approved to LTF and must be in approved condition (original protector). It is up to each pilot to choose which protection system he/she prefers to use.
- The pilot signing this Agreement acknowledges that the prevailing starting conditions will put particularly high demands on the pilots flying skills and that high alpine flight experience is required.
- The skier or snowboarder is required to wear a helmet and back protector. Outer clothing must consist of 2 parts and racing suits are forbidden.

Each pilot is personally responsible for the insurance and good working order of the chute to be used during the contest. Furthermore, the chute must conform to type certification / approval standards set out by the Tyrolean Aviation Authorities, Department of Traffic Law.

IMPORTANT NOTICE

In the event of an accident, the aviation authorities will treat pilot non-compliance with the aforementioned stipulations as a criminal offence.

3. Participants acknowledge that the start of the competition as well as every training session is completed at his/her own personal risk. Each participant is solely responsible for arranging suitable liability insurance. Liability of the organiser – also in respect of third parties - is limited to wilful intent and/or gross negligence. This also applies to agents appointed by the organiser. Contractual liability of the organiser for damages other than personal injury is excluded, unless caused by a grossly negligent or wilful act.



4. The participant is aware that the Organiser, as specified in the race announcement, is only responsible for granting permission to use the event venue, in particular the launch and landing sites as well as the contest flight route. The organisers, however, cannot guarantee the function or specific nature of the same. Road Traffic Act Regulations must be complied with pertaining to public streets or traffic areas.

5. The participant as well as his/her legal successor hereby renounces all claims and any right to action or regress against the TVB Mayrhofen (Tourist Board Mayrhofen) or any other claims (also third party liability) which may be ascribed to injuries or damages whilst taking part in the event.

6. The participant is duly informed that the Organiser rejects any claims for damages pursuant to section 4 of this Agreement, and that no public liability or any other type of insurance has been concluded to this effect.

7. The participant confirms that no consumer or business relationship exists between him/her and the TVB Mayrhofen and, for this reason, provisions of the Consumer Protection Act do not apply to this Agreement.

8. The signing party also confirms that he/she is aware of the race procedure and format, in particular training opportunities, as well as the risks involved and that participation is solely at the competitor's own risk. The signatory also expressly declares he/she will make no legal claims against the Organiser on the grounds of lack of information.

Declaration of Consent

I hereby grant the Organisers, without constraints in terms of time, place or contents, the transferable and irrevocable right to use all visual and audio recordings of myself during the RISE&FALL 2019. These may be used independently or by a third party, either wholly or partially in all forms of broadcasting; television and radio in particular, and for advertising purposes (e.g. programme previews, advertising), as well as other broadcasting mediums, for example online on the internet, media service providers, mobile networks, audio visual applications on data carriers (e.g. DVD) or in all printed media or allow others to use, edit, synchronise usage of such features on other productions.

The Organiser is also permitted to use my name and biographical data, both in connection with my appearance at the event as well as for possible news, notices, advertisements and TV trailers regarding the show/ event coverage. I also agree that my above mentioned data may be used for advertising purposes; I can revoke this consent at any time vis-à-vis the organiser.

Acknowledgement of Risks

I am explicitly aware of the full extent of the risks associated with racing activities, as well as the hazards associated with the forces of speed and gravity. I acknowledge that there are risks associated with trying to achieve competition results, which require me to push myself to my physical limits. I also know and accept that risk factors are also influenced by environmental conditions, technical equipment, weather, and of course natural or artificial hindrances.

I am also aware that certain movements or actions cannot always be predicted or controlled and therefore cannot be avoided or prevented by safety precautions. Accordingly, I am aware of and accept that my participation in the competition may threaten my physical safety and, in extreme cases, endanger my life. I am also aware of and accept that the above mentioned dangers associated with my participation may endanger or threaten third parties in the competition zone. I will inspect the race course personally. I will inform the organisers immediately of any safety concerns on my part. I am aware that I am responsible for choosing the appropriate equipment to participate and its' condition, for the speed with which I travel, be it on the ground or in the air, and the choice of race line and/or flight path.



EXCLUSION OF THE PARTICIPANT BY THE EVENT ORGANISER

The organiser may exclude participants from the race when:

- a) the participant violates competition regulations and/or rules and guidelines issued to the participant before or during the event;
- b) the participant contravenes instructions given by the event operators or their staff;
- c) or if the participant seriously disrupts execution of the event and/or endangers themselves or others.
- d) The medical staff on duty have the right and responsibility to remove any participants with signs of injury or excessive strain from the race.

DISCLAIMER

The organiser accept no liability for lost or stolen clothing, valuables or equipment belonging to the participant. They should, therefore, be insured accordingly. If a participant requires or enlists third party services, in particular search and rescue services, the race organiser is indemnified from payment for such services. The participant authorises the organiser to collect any charges.

Participants should note that private health / accident insurance does not usually cover accidents that occur whilst taking part in competitions or using a paraglider. Moreover, liability insurance taken out by the Organiser does not provide insurance coverage for any accidents suffered by the Participants, unless they arise from the Organiser's professional negligence, for which the Organiser may be made culpable. Should the Participant require insurance for these risks, he/she is responsible for acquiring such at his/her own expense.

THE PARTICIPANT AGREES TO ABIDE BY THE OFFICIAL RULES!

Name: _____ Sex: m w Date of birth: _____

Discipline: _____ Team Name: _____

Location / Date: _____ Signature: _____

The latest information can be found under

WWW.RISEANDFALL.AT