

## ATHLETE WAIVER / MEDICAL AND PRIVACY INFORMATION

### Europe Triathlon Age Group Sprint Championships München 2022

This is an important document. By agreeing to it you are affecting your personal rights. You should read it carefully and understand it before signing.

**I CONFIRM THAT:**

1. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER,
2. I HAVE AGREED TO ENTER INTO THE EUROPE TRIATHLON AGE GROUP SPRINT CHAMPIONSHIPS MUNICH AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE; AND
3. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

**SIGNATURE:** \_\_\_\_\_

**BIB NUMBER:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*For persons under eighteen (18) years of age, a parent or legal guardian must sign the above waiver and complete the following section.*

- I am the parent or legal guardian of the minor named in this document ("Minor")
- I acknowledge that I have executed this waiver for and on behalf of the Minor
- I bind myself and the Minor in relation to all the matters referred to in this document.

**NOTE: Parent/Guardian must also sign waiver below.**

**MINOR'S NAME:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_

**RELATIONSHIP TO MINOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\*\*\*\*\*

**FOR YOUR SAFETY. PLEASE COMPLETE THIS FORM**

**IN CASE OF EMERGENCY PLEASE CONTACT:** \_\_\_\_\_

**CURRENT ILLNESS:** \_\_\_\_\_

**ALLERGIES:** \_\_\_\_\_

**MEDICINE:** \_\_\_\_\_

## **1. FITNESS-LEVEL, RISK-AWARENESS and LIMITATION OF LIABILITY**

- a) I CERTIFY that I am physically fit, have no pre-existing medical conditions, have sufficiently trained to participate and have not been advised against participating in this Event by a qualified health professional.
- b) I am AWARE of the dangers associated with participation in the Event and the risk of injury, including fatal accidents and property damage. I ACKNOWLEDGE that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards. I ACKNOWLEDGE and ASSUME all the risks associated with swimming, cycling and running, and all other risks associated with participating in this Event. This includes (but is not limited to) falls, collisions, contact or crashes with other participants, technical officials, volunteers, spectators, boats, course markers, the effects of weather including rain, heat or humidity and lightning strikes, defects in my personal equipment or equipment provided by the Race Organisers, the conditions of the course including roads and footpaths. All these risks are KNOWN to and APPRECIATED by me and I ACCEPT them of my own free will.
- c) I ACKNOWLEDGE to be the only responsible for the technical condition of the material I use.
- d) Without prejudice to the following provisions and those already accepted by me, I AGREE that the Race Organisers and other participants accept no liability for any health risks and property damages/losses arising from participation in the event.
- e) Unless otherwise agreed, liability of the Race Organisers and other participants for damage or futile expenditure is EXCLUDED if not
  - caused by a culpable breach of an essential contractual obligation or
  - due to a grossly negligent or intentional breach of duty.
- f) If liability applies in accordance with the above lit. e) due to the breach of an essential contractual obligation without gross negligence or intent, the Race Organiser's and other participant's liability for damages is LIMITED to the typically occurring damage foreseeable at the time of the conclusion of the contract. Except in cases of gross negligence or intent, the Race Organisers and other participants SHALL NOT BE LIABLE for indirect damage (such as loss of earnings), consequential damage and/or loss of profit.
- g) I ACKNOWLEDGE that I am responsible for my own belongings and that the Race Organisers accept no liability for lost valuables and/or other items. This also applies to items stored free of charge.
- h) The above limitations of liability SHALL NOT APPLY if liability is mandatory under the provisions of the German Product Liability Act or if claims are asserted based on injury to life, limb or health.
- i) I INDEMNIFY AND HOLD HARMLESS the Race Organisers and other participants from any damage I caused.

## **2. INSURANCE, MEDICAL TREATMENT**

- a) I have taken out travel/health insurance suitable in Germany.
- b) I AUTHORISE doctors, hospitals and other medical institutions ("Medical Professionals") to perform any therapeutic and diagnostic measures they deem medically advisable to treat injuries or consequences of injuries (such as pain) I may suffer as a consequence of participation in the Event, including but not limited to the administration of painkillers, anaesthetics and blood transfusions. I UNDERSTAND and ACCEPT that any medical treatment involves the risk of complications and unforeseen consequences.

## **3. COMPETITION RULES**

I AGREE to abide by the Competition Rules adopted by the international federations (World Triathlon – WT, Europe Triathlon – ET) including the Medical Rules as amended from time to time and I ACKNOWLEDGE that my entry to the Event may be revoked or suspended in case of violation of the Competition Rules. All applicable Competition Rules can be found on the [official websites of World Triathlon](#).

## **4. RIGHTS TO PHOTOS, VIDEOS and OTHER EVENT IMPRESSIONS**

- a) The Race Organisers will attempt to take photographs and video recordings during the Event, as well as conduct interviews with the athletes (collectively "Event Impressions"). Due to the size of the Event, it is not possible to edit out individuals from the Event Impressions.
- b) By signing this document, I GRANT the Race Organisers a non-exclusive, irrevocable, temporally and geographically unrestricted and transferable right of use to the Event Impressions showing me made in connection with the Event. In particular, the Race Organisers SHALL BE GRANTED the transferable right to use the Event Impressions for reporting and advertising purposes, irrespective of the type of medium. This GRANTING OF RIGHTS applies to all forms of distribution and publication, such as digital platforms (e.g. YouTube, Facebook, Instagram, Twitter, etc.) and any print forms (e.g. newspapers, information brochures). I ACKNOWLEDGE and AGREE that I am not entitled to any remuneration for any of the aforementioned uses.
- c) With regard to DATA PROTECTION LAW, the aforementioned use of the Event Impressions is justified by Art. 6 para. 1 sentence 1 lit. b) GDPR (performance of contract) and Art. 6 para. 1 sentence 1 lit. f) GDPR (legitimate interests). The (commercial) use of the Event Impressions is in line with the legitimate interest of the Race Organisers to provide reporting of the public and publicly advertised Event. There is also a legitimate interest in using the Event Impressions to advertise subsequent events and to market Event Impressions. With regard to the use of Event Impressions on the basis of legitimate interests, YOU HAVE THE RIGHT to object on grounds at any time.

## **5. DEFINITION of "RACE ORGANISERS"**

For the purposes of this document, "Race Organisers" mean the following entities involved: Deutsche Triathlon gGmbH ("DTG"), Deutsche Triathlon Union e.V., technical officials (e.g. from World Triathlon/Europe Triathlon), medical staff, volunteers and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities. The contact details of the entities involved and information on which entity is entrusted with which tasks can be requested from the "main organiser", the DTG ([info@triathlonD-events.de](mailto:info@triathlonD-events.de) or [agegrouptriathlon@munich2022.com](mailto:agegrouptriathlon@munich2022.com)).