

# General Terms and Conditions Dam tot Dam FietsClassic 2015

## Article 1: Definition of terms

1.1. In these General Terms and Conditions the terms listed below are defined as indicated:

- a. Event: The annual Dam tot Dam FietsClassic cycling event organised by Stichting Sportevenementen Le Champion.
- b. Participant: A natural person who has registered to take part in the Event in accordance with the registration procedure required by the Organisers.
- c. Agreement: The Agreement in accordance with which the Participant is entitled to take part in the Event.
- d. Organisers: The legal entity (Stichting Sportevenementen Le Champion) with which the Participant has entered into an Agreement.

1.2. Every Agreement is subject to these General Terms and Conditions.

## Article 2: Participation

2.1. Participants younger than 12 years on the day of the Event have to be accompanied by an adult.

2.2. All Participants need to wear a helmet.

2.3. Participants may only participate in the Event if they have filled in the Registration Form provided for this purpose fully and truthfully, paid the registration fee in full, and agreed to the General Terms and Conditions.

2.4. If registration for the Event is cancelled in writing before or on August 1st, 2015, the registration fee and payment for any other facilities or services in accordance with the Agreement will be refunded, minus € 5,00 administration fee. After August 1st there will be no refund.

2.5. The Organisers may decide to cancel the Event at a late stage on the grounds of force majeure, in which case the Event will not be rescheduled. The next edition of the Event will be held a year later. In such a situation registration fees and payment for any other facilities or services are non-refundable.

2.6. The Organisers are not liable for any costs incurred by the Participant if the Event has to be cancelled due to force majeure.

## Article 3: Liability

3.1. Participation in the Event at the Participants own risk. The Organisers are not liable for losses of any kind, however they may be termed, that may be incurred by the Participant as a result of participation in the Event, unless the losses in question are the direct result of wilful intent or gross negligence on the part of the Organisers. This exclusion of liability also applies to serious losses, such as losses due to injury or death.

3.2. If, despite the provision of the first clause of this article, the Organisers are obliged to accept liability for losses incurred by the Participant, the obligation on the part of the Organisers is limited to reimbursement of losses up to the maximum sum paid out by the Organisers' insurers in the case in question.

3.3. The Participant must be adequately insured against the risk of losses that they or a dependent may incur due to illness, injury or death as a result of participation in the Event.

3.4. Participants declare that they are aware of the fact that participation in the Event requires sound physical and mental health and that they meet this requirement and that they have undertaken sufficient preparation for the Event in the form of training and other activities. The Organisers expressly advise and urge Participants to undergo a sports medical examination in preparation for their participation in the Event.

3.5. The Participant indemnifies the Organisers against all liability for losses incurred by third parties as a result of actions or omissions attributed to a Participant in connection with the Event. The Participant must be adequately insured against the risk of liability for such losses.

3.6. The Participant indemnifies the Organisers against all liability for losses incurred by the Participant as a result of participation in the Event, unless the losses in question are the direct result of wilful intent or gross negligence on the part of the Organisers.

## Article 4: Portrait rights

The Participant gives the Organisers advance permission to publish photographs and other visual materials on which the Participant is visible taken or created during or in connection with the Event.

## Article 5: Personal details

The Organisers will keep the personal details provided by the Participant on file. In participating in an Event, a Participant authorises the Organisers to use their personal details to send them information and (provided that the Participant has given permission on the Registration Form) to pass on their personal details to third parties so they can send the Participant information. In entering into the Agreement the Participant gives the Organisers permission to publish their name and the results of the Event by means of publication in newspapers and on the internet for example.

## Article 6: Rules and Regulations

The participation in the Event is subject to the Rules and Regulations of the Dam tot Dam FietsClassic which form an integral part of these General Terms and Conditions.