



Terms and conditions of the endurance race LIPNO ICE MARATHON (LIM)

1. These Competition Terms and Conditions govern the legal relationship between the contestant – the participant of the endurance race LIPNO ICE MARATHON (LIM), which is held by the organizers of this event. These Terms and Conditions also include other participation terms for the participant.
2. The participant confirms with his/her handwritten signature that s/he read and understood the Competition Terms and Conditions. S/He also confirms his/her participation in LIM is completely and unreservedly voluntary and s/he attends the race at his/her own risk and responsibility. The participant is also fully conversant with the fact that the organizer of LIM only acts as an organizer. The organizer acts only as the organizational functionary of the race, and thus participation is voluntary with the responsible conscious knowledge of the danger and risk which the race entails as if the participant took part in any section of the race alone, without any even partial participation or help of the LIM organizer.
3. The competitor also bears in mind, that the race is physically and psychologically demanding, and so it requires physical fitness and psychological resistance, as the race takes place in winter conditions on an uneven and slippery natural terrain including the ice caps of the water surface, snow and icing. This terrain can be unpredictably variable due to climatic and weather conditions.
4. The contestant understands the facts based on the above-mentioned information, that during his/her participation in the LIM race serious injury or physical damage or other health effects may occur. In particular those relating to drowning, hypothermia, frostbite, spraining or dislocating limbs, fractures, ligament tears, cranial injury and all other physical and psychological damage, or other injuries and conditions leading to permanent paralysis of the body or limbs.
5. Every contestant is obliged to unconditionally follow the instructions of the LIM organizers, which are in accordance with all organizational and technical support. The contestant is also obliged to act in accordance with the general sports ethics, avoiding risks that lead to injury or danger to life not only of their own, but also of the other competitors. In case of violation of any of the conditions set out and specified in the declaration, the contestant can be disqualified without refund nor apology.
6. The contestant hereby fully agrees and assumes the risk which may arise from his/her participation in the race. It is mainly the occurrence of serious health injuries due to the movement on a slippery ice surface. The contestant fully agrees with all the risks on the track, those that are known, the unpredictable ones or those which arise from force majeure.
7. The race contestant confirms, that in accordance with the prevention of any injury, s/he will warn the organizers of the LIM event about any defects or dangers occurring on the track.

8. By participating in the race the contestant relinquishes any claim to compensation for damage or other costs resulting from his/her participation in the race.

9. In case the contestant is younger than 18, s/he can only attend the race with a written agreement – signature of his legal representative. The legal representative by signing these Terms and Conditions fully accepts all responsibility for reading, understanding and adhering to the Terms and Conditions for participating in the LIM race.

10. The contestant gives his/her explicit consent to first aid whether medical (medical treatment) or technical, and takes full note of being obliged to follow the instructions of persons responsible for health and technical security.

11. During the whole race the contestant is obliged to have a functional cellphone and his personal protective equipment properly fastened and dressed. For participating in the Freestyle category using a bike, kite, skates or ice sailing boat, the contestant has to be equipped with a safety helmet serving the purpose of protecting the head during the activity. Otherwise, s/he will not be allowed to the starting line of the race. The contestant racing on a bike uses clipless pedals or clips entirely at his own risk.

12. The LIM participant is also obliged to personally attend the safety training on how to behave on the track, which will take place before the start of the race. To increase the personal safety of the athletes, the organizer recommends to carrying ice spikes during the race for self-rescue in case of a fall through the ice.

13. The contestant can withdraw from the race, withdraw during the race or not attend the race, but he is obliged to announce this fact to the organizer (the nearest checkpoint) without delay. The starting fee is not refundable in this case.

14. The participant of the event also expressly agrees that according to the Law No. 121/2000 Sb., Copyright Act (further only "Copyright Act"), the organizer is according to §12 entitled to use, §13 reproduce, §14 distribute, §15 rent, §16 lend, §17 exhibit and also according to §18-§20 transmit any video, audio, audiovisual and similar records created and recorded within the race, to the public via the internet, promotional offers and printed publications and other media, all under the legal wording of the Copyright Act. Under this provision the race organizer is entitled to use the created recordings for commercial, marketing and business purposes and the implementation of his business plan. The contestant gives up his property claims related to the so-created video, audio, audiovisual and similar recordings, especially claims for all financial compensation arising from the recordings created within the LIM event. All personal data, video, audio and audiovisual and similar recordings within the LIM race can be further processed within the above range in an organizer's electronic database by the administrator or the processor, with whom s/he concludes an appropriate (license) agreement, as for further commercial purposes, like sending business messages for promotional, commercial and other business and marketing purposes. The contestant hereby expresses the explicit consent with these provisions and s/he gives the organizer her/his exclusive, transferable, sub-licensed, complimentary, worldwide permission to capture and further process video, audio, audiovisual and similar recordings from the race, on which a contestant, or her/his effigy or any other



representation is captured. The contestant is not entitled to request and the organizer is not obliged to provide any compensation for costs or damages which could be incurred during the race or by providing the above mentioned video, audio, audiovisual and similar recordings related to the race. Participation in the race is done utterly without claiming any financial or other compensation.

15. The contestant hereby gives the organizer voluntarily, freely, seriously and without any pressure in terms of Law No. 101/2000 Sb., on Personal Data Protection, his/her permission to process his/her personal data in the extent to which s/he provided them to the race organizer, namely for accounting, business and marketing purposes within the business activity of the organizer. The consent to the processing of personal data is given for an indefinite period. The contestant may any time revoke the agreement in writing. The contestant has the right to check his/her personal data and on their correction, if they are wrong.

16. The contestant expressly agrees that the race organizer or a by him authorized third person can use the contestant's personal data for marketing in connection with the LIM race. The contestant especially expressly agrees that his/her name, surname, Facebook profile, place of residence can be used for publication, and all video, audio, audiovisual and similar recordings can be used in terms of Law No. 89/2012 Sb., the Civil Code, and so the contestant gives completely without exception his/her permission for these so created recordings to be used for exclusive commercial and marketing purposes by the race organizer with no further claims.

17. The race organizer can unilaterally change the Competition Terms and Conditions during the LIM race. The organizer can also completely cancel these Terms and Conditions in case they endanger the safety, health or life of the contestants during the race. The organizer is obliged to convey this fact to the contestants without undue delay. The organizer is entitled to monitor compliance with the Terms and Conditions as well as compliance with the rules for participating in the race whenever during the race and in case s/he finds violation s/he is entitled to take the necessary steps leading to a subsequent redress. The organizer is entitled to exclude a contestant from participating in the LIM race if s/he failed to meet any of the Conditions participating in the race according to these Competition Terms and Conditions, whether the violation is discovered during or after the race. During the race the organizer reserves the right to exclude a participant from the event at any time, who expresses him/herself or acts in a vulgar, aggressive way, in conflict with good morals or attacks the good business name of the organizer in any form, his/her business partners or interrupt the smooth running of the race. The organizer is not liable for any technical difficulties or damages arising in connection with the race. The contestant participates in the race entirely at his/her own risk and the risk of inaction or cancellation of the race.

18. The organizer is entitled to change, complement, in any other way edit and specify the Competition Terms and Conditions anytime until the race begins. The organizer is entitled to change the track any time before opening the race due to unfavorable or unpredictable conditions, which could endanger the health or life of the LIM contestants. The organizer is also entitled to cancel the whole race without any reason no later than 10 days before the race take place. The organizer is obliged to forthwith inform the contestants about this fact



via Internet portal/Facebook profile LIPNO ICE MARATHON. In case the whole race is cancelled by the organizer, the collected starting fee will be paid back without undue delay. In case of interruption or cancelation of the ongoing race, the starting fee will not be refunded.

19. The contestant is aware of his/her physical participation in the race being fully contingent by agreeing with the Competition Terms and Conditions that must be personally signed by the contestant and then on the day of the race they have to be given to the organizer or another authorized person ensuring the administrative acts of the race.

In..... day

Name:..... Surname:.....

Date of birth:.....

Handwritten signature:.....

* Approval of a legal representative to participate in the LIM race

I, the undersigned Mr./ Mrs.

Date of birth..... address..... Zip code

hereby as the legal representative of my son/daughter,

born..... Address

i.e. the participant of the LIM race held on February, 11. 2017 agrees with my daughter/son participating in the above mentioned race. Further, I hereby declare that I fully agree with all the provisions and conditions arising from the Competition Terms and Conditions, and that my signature is an integral condition for participation in the race, I, as a legal representative also fully agree with the text of the Competition Terms and Conditions, I fully and without exception understand the meaning, the same as all other and race conditions and regulations conveyed to me by the race organizer.

Handwritten signature:.....

* The legal representative of a contestant younger than 18 years fills this in