

## General Terms and Conditions ZURICRIT

### 1. General

These general terms and conditions (T&C) apply to all cycling events carried out by Verein Zuricrit ("organizer").

With their inclusion via registration on the event website ([www.zuricrit.ch](http://www.zuricrit.ch)) the T&C regulate the contractual relationship between the participants and the organizer. The participant is exclusively the party that obtains the event services via the respective event website.

An essential component of the participation agreement are the regulations "[RACE RULES](#)" applicable for the respective event and accessible on the organizer website. By completing the registration process via the organizer's website, the contracting party assures that it has read the regulation in force in each case.

### 2. Event Terms and Registration Process

Anyone wanting to participate in a cycling event of organizer, must register through the link on the organizer's website. The organizer's website includes an interface connection to the website of race result Swiss GmbH, [www.my.raceresult.com](http://www.my.raceresult.com), on which the registration process must be carried out.

In order to execute the registration process successfully, all information as required by the registration website, must be provided correctly and completely. The participant guarantees that the details it has provided in the registration process are correct and complete, and it is entitled to participate as defined in the respective regulation.

In order to complete the registration process, the participant must expressly waive all its right to its own image, in particular it agrees that racing and event pictures on which participant is depicted can also be used by Zuricrit's advertising partners for advertising purposes. Also, by completing the registration process participant declares its consent to being mentioned or depicted by name in the event coverage.

By registering on the respective event website, i.e. concluding the participation agreement, the participant acquires the right to participate in the event in accordance with the current T&C and the applicable regulation provided the appropriate exclusion of liability has been accepted explicitly.

This right to participate in the event is only designated to registered person and solely transferable if a written application is made to organizer and the latter confirms such transfer in writing. The event documents are handed over only on presentation of the confirmation mail, a declaration of consent with regards to the exclusion of liability set out below (fig. 6) and an ID card or passport. If it is not possible to pick up the event documents personally; these may be only handed over to someone with authority in writing. The event documents will not be shipped.

The event is an open-air event, which is exposed to the elements. The contracting party acknowledges that the organizer cannot always influence circumstances locally and the organizer reserves the right to make adjustments to the event for legitimate reasons (e.g. shorter race) while taking into account the participants' interests in the best possible manner.

### 3. Payment Terms and Confirmation of Participation

The participant pays for the services (eg. Race-participation) specified in the registration process ("attendance fee"). This also applies explicitly to attendance fees the participants obtain for the third parties referred to in the registration.

Participant acknowledges that payment terms are provided by race result Swiss GmbH exclusively and not by the organizer, payment terms can be consulted on [www.my.raceresult.com](http://www.my.raceresult.com). Any dispute resulting from payment issues must be settled exclusively with race result Swiss GmbH, organizer is not responsible for any such claim.

Once all the attendance fees have been paid, the participant receives confirmation from the organizer. The confirmation serves as proof that the organizer has received the attendance fees in full. The confirmation shall be submitted for accreditation at the event venue. Without

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the confirmation participants will not be admitted to the event without the participant accruing any rights from this.

## **4. Force Majeur**

If the event is **cancelled** or abandoned due to force majeure, official orders, safety reasons or reasons for which the organizer is not responsible (i.g. another Covid), the organizer shall be released from his obligations and the organizer is not liable for damages that the contracting party or participants incur for this reason (e.g. travel and accommodation costs).

If the event is **changed** in venue and/or timing due to force majeure (e.g. bad weather), for which the organizer is not responsible, the organizer shall be released from his obligations and the organizer is not liable for damages that the contracting party or participants incur for this reason (e.g. travel and accommodation costs).

In such case, a refund of attendance fees is excluded. With a change in venue and/or time the contracting party and the participants are entitled to attend the rescheduled event.

## **5. Exclusion of Organizer's Liability**

The organizers are in no way responsible for any occurring (race)-accidents or theft. The participants, supervisors and spectators waive all legal claims, including those against third parties.

By registering, the participants (represented by the supervisor or legal guardian in the case of participants who are not of age) acknowledge the organizer's exclusion of liability for damages that were not caused by gross negligence or intent. They also waive any claims for compensation against the organizer's agents unless the damage was caused intentionally or through gross negligence.

All participants ride at their own risk.

The participant is responsible for the technically perfect condition of all sports equipment.

## **6. Miscellaneous**

Verbal agreements have not been made in this matter. Additions and amendments to the agreement must be in writing to be valid (not email). The same applies to waiving or modifying the written form.

If individual provisions of this participation agreement should be or become invalid or should there be a loophole requiring regulation, the participation agreement is otherwise valid. The parties shall conduct negotiations in good faith to replace the invalid or missing provision with a valid one that comes closest to the parties' documented business intention.

This agreement is subject exclusively to Swiss law

These terms and conditions can be modified unilaterally by organizer, with regards to the 2024 event latest until 15. July 2024.

Verein Zuricrit, Mai 2024