

# **General Participation Regulation for athletes participating in the eXtremeMan race series**

## **1. General rules**

1.1. The following conditions serve the regulation of the relationship between the racer participating in the eXtremeMan race series and the race organizer.

The race organizer's data:

Extrememan Ltd. 7500 Nagyatád, Korányi St. 15, Hungary

E-mail: [extrememan@extrememan.hu](mailto:extrememan@extrememan.hu)

webpage: [www.extrememan.hu](http://www.extrememan.hu), entry: [extrememan.nevezo.hu](http://extrememan.nevezo.hu)

Co-organizers: the race organizer cooperates on each race with co-organizers.

1.2 By registering on the [extrememan.nevezo.hu](http://extrememan.nevezo.hu) webpage, the user accepts the following rules and conditions:

- General Participation Regulation for athletes participating in the eXtremeMan race series
- Racer's Information
- Data security Guide
- Competition announcement (which will be final few weeks before the race)
- The Technical Guide of the race of Nagyatád (will be published on the [www.extrememan.hu](http://www.extrememan.hu) website few weeks prior the race)
- The actual rules of the Hungarian National Triathlon Union

1.3 Participants must content the rules listed above

1.4 Participants must follow the instructions of the organizer and its helpers.

Not following the rules listed above will lead to disqualification of the racer – especially if it threatens the safety of other racers or if it disturbs the event's progress.

1.5 The official race physician has the right to instruct any racers to quit the race if the racer's medical condition requires it.

## **2. Entry and cancelling**

The detailed conditions of the entry and cancelling is expressed in the Competition Announcement and in the Racer's Information.

The organizer may disqualify the racer, if

- he/she intentionally registers with false or fake identification data,
- he/she is under a sport association interdiction
- he/she breaks an anti-doping rule
- he/she breaks any sports law furthermore any kind of law relating the progress of the event

2.1 Individual entry applies only on said person and it is non-transferable

Entered racers can only obtain their entry package personally by showing a valid and signed ID with photo at the registration office.

2.2. Individual racers are not allowed to assign their race number to anybody. By violating this rule - and by the organizers noticing it- will cause immediate disqualification.

The personal data of the racers participating in such exchange will be forwarded to the National Triathlon Union for a potential disciplinary procedure. Furthermore, racers participating in such exchanges will be forbidden to participate in any races organized by the eXtremeMan Ltd. in the next three years.

Modifying the race number, or modifying/covering the sponsor's logo is forbidden.

2.3 A racer is only allowed to participate in the event, if he or she is in possession of a racing license from the Hungarian National Triathlon Union or from any other foreign triathlon union.

2.4 An entered racer is not entitled to any kind of material compensation, if he or she doesn't show up at the start of the competition or cancels his entry after the cancellation of deadline for any kind of reason.

2.5 Participants are only entitled to a full or partial refund, in case the organizer cancels the event.

2.6 If one race will be considered as a Hungarian Championship (Országos Bajnokság), the organizer does not require extra charges, but if the event will not be held as a Hungarian Championship the participant can not ask for the refund of the registration or entry fee.

If the race is being canceled due to an inevitable reason that is out of the organizer's authority a partial refund will be available. In this case the rate of the refund depends on the expenses already paid by the organizer.

## **3. Exclusion of liability**

3.1 The organizer reserves the right to modify the race (especially with respect to certain courses, tracks and the execution of the race), it can modify the start time, or can cancel the event at any time, if inevitable circumstances (e.g. weather conditions, or other) take such unfortunate turn that the security of the race become problematic, or if the physical integrity of racers and other people cannot be guaranteed.

If the start gets delayed by reason out of the organizer's authority (e.g. alteration of permits, vis maior, alteration of the circumstances of the race course, or any kind of reason that is out of the organizer's

authority), or the execution of the competition requires major alteration, or if the competition gets canceled, then refunding of the entry fee can be implemented as described in section 2.5.

In these cases the racer is not allowed to withdraw the contract, furthermore cannot demand anything from the organizer.

3.2 The organizer is only responsible for such damages that are caused by its negligence or direct acts. Limitation of liability does not include those damages that are derived from the infringement of the organizer's relevant contractual liability.

The organizer has general liability insurance through the Hungarian National Triathlon Union. Conditions may differ at each competition.

3.3 Racers are exclusively liable for the damages caused by them, where the sufferer of the damage is the organizer, its representatives or any third parties that are in a contractual or other relation with the organizer due to the event.

3.4 The organizer does not take liability for the health condition of the racer. The racer must be aware of the thought that participation in the race has its risks; severe injuries nor even death are not excludable. The racer accepts and with his/her entry confirms, that he/she is in good health conditions and he/she is prepared to participate in the race; and thus declares that no physician or other medically competent person advised him/her otherwise.

3.5 Racers take liability for their personal belongings and their race equipment. The organizer does not take the liability for any lost belongings.

The race course is partially blocked from traffic. The racers acknowledge that they may encounter vehicles, pedestrians, animals or other terrain features and take the risk meant by them. This risk may mean without being exhaustive the followings: falling, impact with vehicles, pedestrians, animals, other participants or solid objects; dangers caused by hazardous surfaces, material defects of faulty safety equipment; or any other dangers caused by another racer, spectator, volunteer, animal or the weather.

All participants get acquainted with the track of the race, and with the relay- and other areas and expressively undertake that will comply with the traffic rules – as explained in the next paragraph – and will move around with adequate caution.

During the operation of the race – due to the nature of the event – certain traffic rules (e.g. assuring the course at crossroads, or crossing main- or by-roads) can be dispensable. The racer is required to make sure with adequate caution that the course and the crossing is safe. In certain cases complying with the traffic rules is mandatory.

Racers must notify the organizer immediately, if they detect any kind of hazard on the course. They can do so by calling the "in case of hazard" phone number printed on the back of the race number tag (provided by the organizer), or by notifying the nearest organizer or race judge.

3.6 Racers are aware of the consequences of pre- and post-race consumption of alcohol, drugs and narcotics, and are aware of the fact, these substances have an influence on their judgment and their racing capabilities. Only the racer is liable for the consequences of consuming alcohol, drugs or narcotics.

3.7 If a racer requires medical attention during the competition, then by entering the race they give their consent to it. The entry fee does not cover any medical attendance other than what the race

physician can provide; the organizer does not provide insurance which covers any other medical care and cannot be obligated to do so. It is the racer's liability to have adequate medical insurance. The organizers liability is excluded in respect of any medical insurance.

#### **4. The right to record audio- and visual material**

4.1 By registering the participants give their consent that the organizer for making photos, videos, audio recordings of them, or that a third party assigned by the organizer may initiate an interview with them; they give consent for the copying and publication of these material in a wide variety (e.g. CD, DVD, radio, television broadcasting, social media, podcast, movie, commercial, video spot) without any limitation and without any kind of remuneration for the participant.

All the photos and audio recordings are the exclusive property of the organizer (the organizer is entitled to use photos and audio recordings without temporal or spatial limitation, or without limitation on their contents, including their mass reproduction.)

#### **5. Dopping**

5.1 The participants are willing to help in the fight against doping. They accept the current rules of the Doping Manual of the Hungarian National Triathlon Union and the manual of the Hungarian Anti-doping Group (HUMADO) and the WADA.

By entering the race, the participants confirm that they didn't break or they won't break any anti-doping rules neither in the past (within limitation time) nor in the future. If participants violate this rule, they lose all contractual demands and must pay back all received payment independent from the used method.

5.2 The organizer or any anti-doping organization may perform a doping test according to the current rules. Selected racers are obligated to comply with the doping control. In case of the confirmation of a doping rule violation the organizer will act according to the relevant and current rules of the law and rules of the union.

The racer involved in the doping rule violation is obligated to repay all occurrence acquired payments in not less than 10 workdays after the confirmation of the doping rule violation.

5.4 If any doping organization proves after the race that the racer violated doping rules one year prior the competition, then the organizer disqualifies the racer; furthermore the organizer will act according to the relevant and current rules of the law and rules of the union.

#### **6. Data handling**

Rules regarding data handling are explained in the Data security Guide.

#### **7. Other provisions**

7.1 If any of the mentioned rules fully or partially loses its validity, it will not affect the validity of the other conditions and rules.

The organizer reserves the right to change or alter this regulation at any time.

7.2 This regulation was written in Hungarian, the rules of the Hungarian law were applied in it. In case of legal issues that are not regulated by this regulation, the current law is applicable.