Kleinwalsertal Hiking Festival from the 29th of September to the 4th of October – Hike the Valley General starting conditions for participants in "Hike the Valley"

Disclaimer and declaration of consent

1. Responsibility of the participant:

Participation in the event is at your own risk. The instructions of the organiser and their team must be followed.

Anyone who is physically fit to participate in the event is eligible to take part. The participant confirms that there are no health concerns that would prevent them from participating in the planned and specified hiking tours.

Each participant must assess for themselves whether they are able to complete the tour, particularly with regard to sure-footedness, a head for heights and general health. It is the responsibility of the participant to check their state of health before participating in the event and, in case of doubt, to have it confirmed by a doctor.

The wearing of appropriate equipment, in particular sturdy footwear and weatherproof clothing, is mandatory.

It is expressly pointed out that no time will be taken at the finish line and that the organiser will not check whether all participants have arrived at the finish line.

2. Disclaimer:

The organiser accepts no liability for personal injury that is not attributable to gross negligence or intent on the part of the organiser. This applies to personal injury, including accidents, and the consequences of accidents.

The organiser accepts no liability for damage to property or financial loss, except in cases of intent

and gross negligence. This applies to damage to animals and property, including accidents. Excluded are claims arising from injury to life, limb or health based on intentional or grossly negligent breach of duty. The organiser accepts no liability for the loss of clothing and valuables.

The organiser accepts no liability for damage to property or financial loss, except in cases of intentional or grossly negligent conduct. This applies to damage to property and financial loss, including accidents and the consequences of accidents.

The burden of proof for slight negligence on the part of the organiser or its vicarious agents in the event of property damage caused by unforeseeable and atypical hazards lies with the participant(s).

The exclusion of liability applies to claims on any legal basis, in particular to claims for damages arising from contractual and non-contractual liability and also to claims arising from tort.

Furthermore, the organiser accepts no liability for health risks to the participant in connection with participation in the event. It is the responsibility of each participant to have their state of health checked by a doctor in advance.

The organiser shall not be liable for damages to the participant if, due to force majeure or official orders or for safety reasons, the organiser is obliged to make changes to the implementation of the event or to cancel it.

3. Route:

Parts of the route may run along roads with public transport; participants must take public transport and local traffic into account on these sections of the route.

The organiser is not obliged to close these traffic areas.

Participants must therefore exercise due care and in particular comply with the provisions of the road traffic regulations.

It is expressly pointed out that there are no officially tested or continuous route markings available. Participants are responsible for their own orientation and for choosing the correct route. The organiser is not liable for errors in the route, unless there is intent or gross negligence.

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4. Photos and recordings::

The participant agrees that photos, film recordings and any interviews made in connection with his/her participation may be used, distributed and published by the organiser in media, advertising and publications without any claim to remuneration.

5. Privacy policy:

Participants acknowledge and expressly agree that their personal data may be used for the proper execution of the event and that the necessary disclosure for this purpose is permitted. The data may also be stored on the organiser's server. Data will not be retained for longer than is necessary to fulfil contractual or legal obligations and to defend against any liability claims, or for longer than is required by statutory or official provisions.

Participants also declare that they have been informed about their rights to information, deletion, correction, objection, etc. within the meaning of Article 13f GDPR and about the storage and deletion obligations with regard to personal data by the organiser.

6. Other provisions:

The law of the Republic of Austria shall apply, excluding its conflict of law provisions.

The invalidity of individual provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the legal and economic meaning and purpose of the invalid provision.

The parties agree that the place of performance for all obligations arising from the contract is Vienna, Austria.

I have read, understood and agree to the above in its entirety.