

GENERAL TERMS & CONDTIONS BOOTCAMP CURACAO OBSTACLE RUN PARTICIPATION

These terms and conditions are applicable for your participation in the Bootcamp Curacao Obstacle Run.

ARTICLE 1. DEFINITIONS

1. In these terms and conditions the following definitions are used:
 - a. Event. The sports event organized by Hemingway and Bootcamp Curacao on October 15th 2016: Bootcamp Curacao Obstacle Run Fun Edition.
 - b. Participant. A natural person who has registered for participation in an event in a manner permitted by the organizer.
 - c. Agreement. The agreement regarding the participation of the participant in the event.
 - d. Organizer Hemingway and Bootcamp Curacao
2. These terms and conditions are applicable to every Agreement.

ARTICLE 2. PARTICIPATION

1. A Participant must have reached the minimum age of 18 on the day of the Event. A parent or guardian must accompany participant between the ages of 14 and 18. This means the accompanying parent or guardian had to participate in the event with the underage participant. If the accompanying parent or guardian had to end their participation prematurely for any reason, the underage participant has to be escorted by another, adult participant.
2. A Participant can only participate in the event if:
 - a. He had completed an appropriate registration fully and truthfully, and the entry fee had been paid in full to the organizer, no later than the night before the event.
 - b. The participant has agreed to the contents and applicability of these terms and conditions.
3. It is not possible to cancel the registration. once the registration has taken place, the participant is obligated to pay the entry fee. There will be no restitution of entry fees.

ARTICLE 3. CANCELLATION

1. The organizer of the event at all times has the right to cancel the event for substantial or extraordinary circumstances. Substantial or extraordinary circumstances are, apart from situations beyond the control of the organizer that prevent the event from happening, amongst others the existence or arising of a situation that jeopardizes the safety of one or more participants or extreme weather conditions that prevent the event from happening.
2. If the organizer decides to cancel the event for substantial or extraordinary circumstances, the event will be moved to a different date or location if possible. In this case the participation of the participant will be moved to this new date or location.
3. The organizer will inform the participant when the event is altered or cancelled. The organizer will use the personal data provided by the participant to do so.
4. The organizer is not liable for any costs incurred by the participant in case of cancellation or alternation of the event, which includes but is not limited to the entry fees and travel- and accommodation costs.

ARTICLE 4. LIABILITY

1. Participation is at the participant's own risk. The participant is aware that the bootcamp run is an "extreme" sport, which comes with certain level of risk. The participant knows and accepts that these risks are at own risk and for the underage participant he escorts. The organizer advises the participant to wear protective clothing, footwear and headgear while participating.

2. The organizer is not liable for any damages, by whatever name suffered by a participant as a result of participation in the event, this includes but is not limited to personal injuries or damages caused by a third party. The organizer is not liable for loss, theft or damage to property during the event.
3. The participant must have adequate insurance cover against any damages he or a surviving family member may suffer as a result of his death, injury or illness, caused by his participation in the event.
4. The participant declares that he is aware of the fact that participation requires good physical and mental health and declares that he meets this requirement and that he has adequately prepared for the event through training and other means.
5. The participant indemnifies the organizer against liability for damages suffered by third parties as a result of an act or omission relating to the event that is attributable to a participant. The participant must have sufficient insurance to cover the risk of liability for such damages.
6. The participant is aware that the organizer **has not** taken out additional insurance for the participants in the event. If despite the stipulations in the first paragraph of this article, the organizer's liability for damages suffered by a participant must be accepted the organizer's obligation to reimburse the damages in question remains limited to the amount the organizer's insurance company will pay in respect of the claim.
7. The limitations of liability as described in these terms and conditions are not applicable such damage is a direct result of deliberate intent or gross negligence attributable to the organizer.

ARTICLE 5. PORTRAITRIGHT

The participant hereby grants the organizer the right to publish pictures and image material etc. recorded during or around the event, in which the participant is visible. The organizer always has the right to use the pictures and image material for promotional purposes. The participant will not challenge the usage of the pictures and image material, nor will the participant expect to be paid for this material by the organizer.

ARTICLE 6. PERSONAL DATE

The organizer will save the personal data provided by the participant in a database. By participating in a event a participant grants the organizer's permission to use the personal data to send information to the participant and (provided the participant has given permission for this on the registration form) to provide personal data to a third parties for the purpose of sending information to the participant. By entering into the agreement the participant grants the organizer permission to publish his name and competition results, for instance by means of publication in newspapers through the internet.

ARTICLE 7. CONFLICTS AND APPLICABLE LAW

All conflicts coming forth from the agreement and/or participation of the participant in the event will be brought to the attention of the court of justice of Curacao. The law of curacao is applicable to this agreement.

THE GENERAL TERMS & CONDTIONS ARE READ AND ACCEPTED BY:

NAME:

DATE:

PLACE:

SIGNATURE: