

## TERMS AND CONDITIONS PARTICIPANTS

### *Gravel Fondo Limburg*

#### Definitions

1. Organization:  
The event will be organized by International Cycling Events Foundation
2. Event:  
Gravel Fondo Limburg is a one day event with a course on unpaved and paved roads, for cyclists on gravel bikes with dropped handlebars.
3. Participant:  
This is any person who in any way, directly or indirectly, enters into an agreement with the Organization for his/her participation in the Event.
4. Registration fee:  
The amount charged by the Organization to participate in the Event.

#### General

1. The conditions as described in these regulations apply to participation in all agreements (whether or not concluded through an intermediary), whereby the Organization directly or indirectly organizes an event.
2. By means of the registration, the Participant unconditionally agrees with the contents of these regulations.
3. Deviations from these conditions are only binding if and insofar as the Organization has explicitly agreed thereto in writing.
4. The general terms and conditions declared applicable by third parties are explicitly rejected.

#### Participation and registration

1. Participants voluntarily participate in the Event and entirely at their own risk.
2. Registration is only done in the manner and under the conditions stipulated in these regulations.
3. Online registration is only possible via [www.gravelfondolimburg.nl](http://www.gravelfondolimburg.nl)
4. **Note: there is a limited number of tickets, in connection with permits. In this regard shall apply: sold out = sold out.**
5. The registration fee will be collected immediately after registration and recovered via the website by means of iDeal, direct debit or credit card.
6. Participation in the Event is only possible if the full registration amount has been received by the Organization directly at the checkout of the registration.
7. For the Events shall apply: Minimum age of the participant is 19 years.
8. The participant shall place the start number, made available by the organization in the form of a sign, visibly on his/her bike.
9. Registration for the Event is personal. The start number and entry package is not transferable.

10. The Participant will not be medically inspected by the organization. The participant is aware that due to the sporting character of the event, heavy demands will be placed on his/her physical and psychological condition. The organization advises the participant to have a prior medical check-up performed; in case of doubt regarding health, it is advised not to participate.
11. The Participant declares that he/she is sufficiently healthy to participate in the Event.

### **Ticket Price, Cancellation / Refund**

1. If a Participant decides, for whatever reason, to no longer participate before the start of the Event, total or partial reimbursement of the registration fee is not possible.
2. If the Event is postponed to a later date due to force majeure, the Organization will not be responsible for the costs incurred by the Participants, including the Registration Fee, if the Participant decides not to participate in the postponed event.
3. If a Participant decides, for whatever reason, to no longer participate during the event, compensation of any other costs incurred shall not be possible.
4. If the Event is canceled due to force majeure, the Organization will not be responsible for the costs incurred by the Participants, including the Registration Fee.

### **Transportation**

1. Participants are responsible for transportation to and from the start and finish location.
2. This also applies to any visitors and Participants who opt out early.

### **Insurance**

1. Participants are obliged to take out liability insurance, accident insurance and travel insurance themselves that provide adequate coverage for participation in this Event. The participants are reminded that the standard coverage is in most cases inadequate and therefore additional insurance needs to be taken out.
2. If Participants fail to take out adequate insurance this comes at their own risk, the Organization cannot be held liable.

### **Liability and indemnification Organization**

1. Participants are aware that participation in this Event may involve risks and dangers. These include, but are not limited to: bodily injuries such as but not limited to injury to the face, body and limbs, mental injuries, permanent handicaps, or being unable to continue to practice a profession.

2. Participants are aware of the risks and dangers connected to the Event, also due to negligence, carelessness or inexperience of other Participants.
3. Participation takes place entirely at one's own account and risk.
4. The Organization shall only liable for damage suffered by a Participant if that damage is the direct and exclusive consequence of intent or gross negligence on the part of the Organization, with the provision that only that damage for which the Organization is insured shall be eligible for reimbursement and insofar as this damage is covered by the relevant Insurance.
5. The Organization shall not be liable for damage caused by the use of promotional and communication materials supplied (such as stickers, posters, flyers, etc.) by Participant. The use of stickers on the bicycle is the full risk and responsibility of the Participant. The organization shall not be liable for any (lacquer) damage due to the use of promotional materials.
6. The liability of the Organization is in any case (but not limited to) excluded for:
  - damage as a result of actions by third parties, including third parties engaged by the Organization such as suppliers, care providers, tenants/lessees of parts of the route and the persons engaged by these third parties;
  - damage as a result of non-compliance by the Participant with instructions given by officers engaged by the Organization and of non-compliance with general public order standards, the rules of the game, safety and decency;
  - damage as a result of loss, damage or theft of goods belonging to the Participant and brought to the Event;
  - (consequential) damage as a result of changes in the start and finish times of the Event;
  - damage caused in any way by other Participants of the Event;
  - damage, incurred directly or indirectly to whom or whatever, as a direct or indirect consequence of any defect or any capacity or circumstance to, in or on any movable or immovable property of which the Organization is holder, (lease) holder, tenant or owner or which is otherwise at the disposal of the Organization;
  - consequential damage and indirect (business) damage on the part of a Participant.
7. The Organization shall never be liable for damage suffered by a Participant as a result of force majeure on the part of the Organization. Force majeure also means any circumstance independent of the will of the Organization, even if it was already foreseeable as a possibility at the time of the conclusion of the agreement between the Organization and the Participant, which prevents the fulfillment of the agreement temporarily or permanently and to the extent not already included therein, pandemics, war, war violence, civil war, uproar, riots, terror and terror threat, police and/or fire service, strike, transport difficulties,

fire, and other serious disruptions in the Organization and/or on the route, weather conditions and for whatever reason non-functioning public transportation as well as the circumstance that an Event, due to the fact that the necessary permits for the Event have not been granted or have been withdrawn, cannot take place or must be canceled pursuant to an order from the competent authority given for that purpose.

### **Privacy**

1. Participants agree with the possible use of his/her image in printed matter, on the internet, photo, film, video etc. for promotional purposes of the Event or other Events organized by International Cycling Events Foundation without claiming any compensation.
2. In the following years, these recordings may be used by the Organization to promote Events. If a Participant objects thereto, he or she must indicate this before the start of the Event.
3. Participants agree to the sharing of personal data by Organization with partners of the Event for relevant e-mailings and information provision. The participant can at any time unsubscribe from the e-mail messages and information provision by sending an unsubscribe message to [info@gravelfondolimburg.nl](mailto:info@gravelfondolimburg.nl) .

### **Information provision**

1. All Participants are provided with information by means of emails and the website of [info@gravelfondolimburg.nl](mailto:info@gravelfondolimburg.nl)
2. Participants themselves are responsible for receiving this information (using the correct email address and reading the newsletters.)

### **House style**

Participants may use the house style (logo, advertisements, basic text, etc.) of the Event for promotion and PR. It is not allowed to use the house style for other purposes, nor to make any adjustments and changes. In case of doubt, Participants should contact the Organization.

### **Applicable law**

1. Only Dutch law applies to the relationship between the Participants and the Organization.
2. Disputes will only be submitted to a competent court in the Netherlands, regardless of where the Event is held.

### **Not provided for**

In cases not provided for in these regulations, the Organization shall decide.

### **Agreement**

The participant acknowledges having taken note of these conditions and having fully accepted them. By checking the rules paragraph on the online registration form, the participant agrees to the applicable regulations for Gravel Fondo Limburg. The agreement is confirmed by online sending of the registration form.

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