

# **WAIVER**

## **GALATZÓ TRAIL 2018, Release and Liability Discharge**

I understand that competing in the Event involves using public areas and roads used by other people and traffic and I am aware of the hazards involved. The hazards include but are not limited to: vehicle traffic, actions of competitors, spectators, Event personnel, weather conditions and my physical and mental state of health. In my judgment I have sufficient competence and experience to participate safely in the Event.

I certify that I am physically fit, have sufficiently trained for participation in the Event and I have not been advised otherwise by a qualified medical person.

I will follow the course set out for the Event, abide by the road and Event rules and follow the instructions given to me by Event officials, at all times. Failure to comply in any way with these matters may lead to me being removed from the Event and disqualified (at any time).

I will wear the Event number and transponder as directed by the Event officials. I must return the transponder after the event.

Should the Event be cancelled or stopped for any reason, or personal circumstances arise that prevent me from participating in (or completing the Event), I accept that my entry fee is non-refundable.

In consideration of the acceptance of my entry, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

I HEREBY WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, my participation in the Event, the following persons or entities: The Event Organisers, Event officials and personnel, land managers and/or owners, event sponsors, volunteers...

I acknowledge that the Event Organisers reserve the right to alter the advertised course or start time (at their absolute discretion).

I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness during the Event, and I allow that information to be passed on to the Event Organisers or third parties (as deemed necessary by the Event Organisers).

The organisation undertakes to provide control measures intended to prevent any potential theft of sports equipment or personal possessions of the participants. In any case, all participants exonerate the event organisers from any liability in respect of damage, wear and tear, theft, etc. of any sports equipment or personal possessions that sportspersons may bring and leave before, during or after the event in the wardrobe area, as well as any other facility or area provided by the organisers for the holding of the event or related activities. By participating in the competition, each participant unflinchingly accepts the content of this clause.

**Privacy clause:**

Pursuant to the provisions of Spanish Organic Law 15/1999, of 13 December, on the protection of personal data, the parties concerned are hereby informed that:

1. - Their data shall be included in a file of personal data, entitled Events, Campus, Courses and Sports Competitions, for which Calvià municipal council is responsible. The purpose of this file is to record the personal data of all participants in events, campuses, courses and sports competitions organised by the municipal sports department, as well as subscribers who have shown their interest in receiving any communications that may be sent by that department.

2. - Planned data transfers: the participants in the different events, campuses, courses and sports competitions organised by the municipal sports department may be published on the municipal website and in the press. Any photographs taken during the organised activities may be used for the promotional activities of Calvià municipal council. Data may be transferred to entities insuring the risk of the activities or entities that manage or jointly participate in the organised sports events

3.- The administrative body before which persons may exercise their rights to access, amend, delete and oppose data, as the case may be, as well as other rights recognised in Spanish Organic Law 15/1999, is the citizen service department of Calvià municipal council, calle Julià Bujosa Sans, Batlle, 1 (Calvià).

**International Data Transfer**

For the management of events, campuses, courses and sports competitions, Calvià municipal council uses the services of the following entities: elitechip.net and acumbamail. Those entities are based inside the European Economic Area (EEA), hence the possibility of international personal data transfer. Therefore, by participating in the events, campuses, courses and sports competitions organised by the municipal sports service, you are unequivocally consenting to your data being subject to international transfers to the aforementioned entities.

**Consent to use of image:**

Image rights are regulated under Article 18.1 of the Spanish Constitution and likewise by the Spanish Law 5/1982, of 5 May. Image is considered personal data, pursuant to the Spanish Law 15/1999, of 13 December, on the protection of personal data. Thus, in order to comply with the aforementioned regulations, Calvià municipal council requires your consent to process your image and for the possible publication of photographs and/or videos intended for non-commercial public broadcasting in respect of the activities carried out (press, municipal website, social media and leaflets, etc.), where they may appear and be clearly identifiable.

**- Legal notice \***

You accept the Terms and Conditions of Use, Privacy Clause, International Data Transfer and consents to the processing of your image on the terms and conditions set out hereinabove.

Therefore, I authorise the use of my name, voice and picture and any information provided by me on this entry form to be used without payment in any broadcast, telecast, communication, promotion, or advertising, and I also agree that the information I have provided may be used by the Event Organisers for the purpose of promoting future or other events or for the promotion of the Event charity(ies), race sponsors products and services.

I acknowledge that the Event Organisers have the absolute discretion in the award of any prizes, prize money or third party prize or award and I will abide fully and without dispute with all such decisions of the Event Organisers.

I have read all the Event safety information, rules and conditions detailed in this form and on the entry form and I agree to adhere to these rules and conditions at all times.

I have read and voluntarily sign this Waiver, Release and Liability Discharge Form and explicitly agree to its content.

I agree to the above waiver:

- Yes
- No