

Conditions of participation German Teen Showdown 2022
February 26th and 27th, 2022 RuhrstadtArena Herne

Organiser
CrossFit Herne
a department of the Gospelprojekt-Ruhr e.V.
Sodinger Str. 561a
44625 Herne

First and Last Name.....

Adress of Residence.....

Date of Birth.....

Vaccinated Immune Tested

With my signature, I confirm that I am aware of the following General Terms and Conditions & Code of Conduct and recognise their validity. Furthermore, I irrevocably and free of charge agree to the use of image, sound and image sound recordings made by me in accordance with Section 9 of these General Terms and Conditions. I may freely use the photos produced at the event for my private purposes, provided that I name the photographer or tag him in the social media channels. The content produced at the event by the German Teen Showdown - Media Team may not be passed on for advertising purposes or to third parties without the photographer's consent!

I understand that participating in the event and carrying out the activities offered by the German Teens Showdown involves risks. In order to keep the risk of injury as low as possible, I have familiarised myself with the rules of play and conduct listed below and have read them carefully.

I accept these as binding for me. I will follow all instructions from the supervisors, security and security staff. I am aware that if I do not follow the rules or do not follow the instructions of the staff of the German Teen Showdown and their vicarious agents, I can be excluded from the event and the event site without the right to a refund of the entry fee.

.....
Date and signature of the legal guardian
(a copy of the legal guardian's ID must be submitted for comparison)
Date & Signature / Date & Signature

.....
Name of legal guardian

TERMS & CONDITIONS/DISCLAIMER

CrossFit Herne, a department of Gospelprojekt-Ruhr e.V. (hereafter referred to as organiser), is conducting the sports event "German Teen Showdown" (hereafter referred to as event) from February 26th and 27th, 2022. The following general terms and conditions apply to the implementation of and participation in the event, which the athlete accepts by participating in the event.

1) Validity of the terms and conditions, participation requirements

- a) The event takes place on the designated area in the RuhrstadtArena and in the swimming pool Südpool in Herne.
- b) These general terms and conditions apply to the entire event site. These General Terms and Conditions apply between the sporting participant and the organiser. By qualifying for the event and checking in on site, the participant secures an event contract with the organiser and acquires a right to participate in the event.
- c) The participants must start in person and be able to complete the exercises on their own. With their registration, the participants confirm that they meet the health requirements for participation in order to complete the exercises under the communicated requirements and, in case of doubt, to have obtained medical advice. On the day of the event, the participant will only compete if he is healthy and has an adequate training condition and will stop the exercises immediately if there are signs of weakness and/or discomfort.
- d) Participation with a known chronic illness that requires special care, including medical care, during the sporting event is not permitted. No special care is offered. Care by doctors and medical staff of participants is only permitted after prior accreditation by us.
- e) Any necessary medical treatment and/or transport to the hospital as well as further treatment there are to be borne by the participant himself. It is the responsibility of the participants to take out adequate insurance themselves and, if necessary, to take out separate (foreign or sports) insurance.
- f) Each participant recognises the rights and obligations in these terms and conditions as well as the house rules. The terms and conditions and rules of conduct will be clearly visible to the participants at the entrance when they check in.

2) Parking & Stay

- a) Parking is only permitted in designated areas in Herne near the RuhrstadtArena. Driving for the delivery of supplies or other needs is to be clarified exclusively with the organiser.
- b) Garbage is to be collected and the waste is to be disposed of at the garbage collection points set up for this purpose.
- c) Camp or other open fires are not permitted. The escape and rescue routes must be kept clear of any structures at all times.

3) Entry; Admission control

- a) Access to the competition site is only possible with valid registration and after check-in upon arrival. At check-in, the previously printed out, completed and signed conditions of participation, the identity card, a written declaration of consent in accordance with paragraph 2, daily valid proof of a negative COVID-19 antigen rapid test and from the age of 18 proof of recovery from or vaccination against COVID-19.
- b) Children and young people between the ages of 0-15 may only enter the competition area and the event area if accompanied by a person with custody or a person responsible for education. A person responsible for bringing up children is any person over the age of 18, insofar as they perform educational tasks, permanent or temporary, on the basis of an agreement with the person who has custody of the child. This person must also have recovered or have been vaccinated and also tested. Young people between the ages of 16 and 18 may only enter the competition area if they are accompanied or have the written consent of a legal guardian or educational representative. Persons responsible for bringing up children must carry written proof of their assignment with them and, upon request, present a copy of the identity card of the person entitled to custody.
- c) The organiser reserves the right to refuse a competitor entry to the competition area for important reasons. An important reason is, in particular but not limited to, carrying prohibited objects, an obviously heavily intoxicated condition of the competitor, if the visitor is obviously under the influence of drugs or the visitor has an obviously homophobic, sexist, racist or inhuman attitude. Entry will also be denied if the protection of minors is violated. If there is an important

4) Prohibited Items & Substances

The following are prohibited on the entire event site:

- Weapons of any kind (including saws, axes, hatchets or similar tools)
- Pyrotechnic Items
- Laser pointer

- Large sound systems
- Compressors / aggregates / generators / car batteries
- Torches
- Explosives
- Compressed air sirens, megaphones
- Unconstitutional flags, imprints, stickers, patches or similar
- Commercial, political and religious items of all kinds
- Dangerous objects of any kind
- Illegal narcotics or drugs
- Drones

The following are also prohibited on the inner competition area:

- Glass bottles
- Professional photo, film and video cameras and tape recorders that have not been previously authorised by staff.

5) Domiciliary rights; Behaviour rules; Photography and filming

The domiciliary rights are exercised by the organiser and his orderly and security staff. The instructions of the organiser's staff must be followed. Visitors are prohibited from doing the following on the event site:

- Carry prohibited items,
- Use physical violence against other visitors, staff of the organiser or other third parties,
- throw objects at the competition areas or other visitors,
- urinating or defecating outside of the toilets,
- to engage in commercial trade, to carry out marketing campaigns or advertising measures without the prior written consent of the organiser. Advertising measures of any kind, as well as the attachment of decorations and other objects are strictly prohibited on the entire event site.
- Entering areas and rooms that are not approved for competitors & visitors and climbing on traverses or the like.

Visitors who violate or have violated the above rules of conduct or the rules of conduct can be expelled from the event site and banned from entering the premises by the organiser. If a competitor or visitor commits or attempts a crime on the event site (e.g. drug dealing, physical harm, theft, sexual assault, etc.), the competitor or visitor will be expelled from the event site immediately and without warning and the facts will be reported to the police.

6) Cancellation or abandonment of an event; program changes

- a) If the event is cancelled, there is no entitlement to reimbursement of the participation fee.
- b) If the weather or other circumstances cause danger to life, limb or health for visitors, participants or staff, the event will be canceled or temporarily interrupted. In this case, as well as if the event is canceled for other reasons of uncontrollable forces of nature, due to official orders or court decisions for which the organiser is not responsible, there are no claims for reimbursement or compensation.
- c) This also applies if the German Teen Showdown is canceled for reasons such as reasons of uncontrollable forces of nature, significant reason, war, revolution, strike, natural disasters, storm surge, storm, hail, heavy rain, extreme heat, fire, lightning strike, explosion, implosion, vandalism, official requirements or decisions, or similar, cannot take place.

The same applies in the event of a changed legal situation due to the COVID-19 pandemic.

If, in cases of c) or d), the organiser is entitled or obliged to reduce the number of participants due to official orders for which they are not responsible, or for safety reasons, there will be a draw for the officially prescribed maximum number of participants. The participants concerned will be informed immediately of a (partial) cancellation. If the event has already started and has to be canceled for the aforementioned reasons, the participants are not entitled to a refund of the participation fees paid.

- d) In the event of program changes, the cancellation of individual heats or program items, the competitor has no claims against the organiser as long as the overall character of the event is preserved. Delays and relocations of individual program items are to be accepted by the participant. The organiser will announce changes immediately on www.germanteenshowdown.com and the Instagram page.

7) Protection of minors

- a) The provisions of the law on the protection of young people in public apply to the event.
- b) Children and young people between the ages of 0-15 may only enter the competition area and the event area if accompanied by a person with custody or a person responsible for education. A person responsible for bringing up children is any person over the age of 18, insofar as they perform educational tasks, permanent or temporary, on the basis of an agreement with the person who has custody of the child.

- c) Young people between the ages of 16 and 18 may only enter the competition area if they are accompanied or have the written consent of a legal guardian or educational representative. Persons responsible for bringing up children must carry written proof of their assignment with them and, upon request, present a copy of the identity card of the person entitled to custody.

8) Limitation of Liability and Indemnification Clause

- Unlimited liability: The organiser, his legal representatives or his vicarious agents are liable without limitation for intent and gross negligence as well as in accordance with the Product Liability Act. For slight negligence, we are liable for damage resulting from injury to life, limb and health of persons.
- Otherwise, the following limited liability applies: In the case of slight negligence, we are only liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you can regularly rely (cardinal obligation). The amount of liability for slight negligence is limited to the damage that was foreseeable at the time the contract was concluded and the occurrence of which must typically be expected. This limitation of liability also applies to our vicarious agents and legal representatives.
- The organiser assumes no liability for health consequences resulting from the fact that the participants do not start in a state of fitness sufficient to cope with the sporting event or with an infection, acute illness or injury and/or do not immediately seek medical help if they feel unwell and/or injured while attending the Event.
- When using the facilities, in particular the RuhrstadtArena and the Südpool, visitors and competitors must follow the respective rules and the instructions of the security staff.
- Participants who take part in the event, although they know or should have known that they are or could be carriers of a contagious disease, indemnify the organiser - on first request - from all third-party claims. This can be the case, for example, if an infection (e.g. with SARS-CoV2) has been detected in the participants or,
- if participants have not fulfilled their obligation to provide evidence according to Section 3) a) and have submitted incorrect or incomplete evidence.

9) Right to own picture

The organiser and third parties commissioned by him are entitled to produce video, audio and video recordings of the visitors and participants in the event without compensation for the people depicted and to use or use them comprehensively in any way in all known and future media in particular for reporting in all media including the Internet, on audio or video media and for advertising the German Teens Showdown sporting event and for all other business activities of the organiser and its affiliated companies and partners. The requirements of the Federal Data Protection Act and the GDPR are observed. All rights may also be transferred to third parties for the above purposes. By participating in the

competition (German Teen Showdown), the visitor irrevocably agrees to the exploitation.

10) **Data collection and processing**

- a) The personal data provided by participants when registering will be stored by us and processed for the purpose of conducting and processing the event and for payment processing.

The data processing takes place at the request of the participants and is necessary for the fulfilment of the participant contract and the pre-contractual measures according to Article 6 Paragraph 1 Sentence 1 lit.

- b) The personal data collected by us as part of the fulfilment of the contract will be stored by us until the expiry of the limitation period after the fulfilment of the contract, provided there are no statutory retention periods or the participants have not consented to further storage in accordance with Article 6 Paragraph 1 S. 1 lit DSGVO.
- c) In addition, we process and publish the surname, first name, year of birth, nationality, gender, club if applicable, start number and result (placement and times) of the participants to display lists of participants and results in the relevant media accompanying the event (the "Competition Corner" platform), on the Internet, scoreboards and screens in the RuhrstadtArena) and pass them on for publication by third parties (e.g. newspapers, results services, etc.) and save them to create a - also historical - results database. This data processing and transfer takes place on the basis of our legitimate interests in accordance with Article 6 Paragraph 1 Sentence 1 lit. f DSGVO.
- d) The collection, processing and storage of personal data in connection with the image and sound recordings carried out and/or arranged by us in accordance with Section 3.2 is based on our legitimate interests in accordance with Article 6 Paragraph 1 Sentence 1 lit. f DSGVO.

11) **Governing Law; Final Provisions**

- a) German law applies exclusively, excluding the UN sales law.
- b) Should one or more provisions of these General Terms and Conditions be or become invalid, this will not affect the validity of the other provisions.
- c) The place of jurisdiction for all disputes arising from or in connection with these conditions is the registered office of CrossFit Herne at the time the contract is concluded.

BEHAVIOUR RULES

For your safety: Our rules of the game

General: Health comes first! If you do not feel in top shape, do not participate. If there are signs of overload, stop the competition. Be realistic about your abilities so as not to endanger or injure yourself or others. If you overestimate yourself, the risk of serious injury is much higher. Landing incorrectly can cause you and others serious injuries such as broken bones, paralysis or even death.

Breaks: The athletes area is available for this. The sports areas must be left during the breaks.

Proper Clothing: Wear appropriate protective gear. Clothing must be free of hanging zippers, belts, loops or ties. Jewellery and piercings may not be worn. Hearing and visual aids must be removed or designed in such a way that they cannot become detached

Health restrictions: If you suffer from back, heart or other conditions or restrictions such as asthma or diabetes, please ask your doctor whether you can participate in the German Teen Showdown competition/sporting event before you compete. If you are pregnant, you should consult a doctor about the risks of participating in the event.

Competing in the German Teen Showdown competition under the influence of alcohol or drugs is prohibited.

Prizes: The winner's prizes (barbell, kettlebell, etc.) of the German Teen Showdown must be transported away by the winner and will not be sent by the organiser.