

# RUNNERS EXCLUSION OF LIABILITY

## The Great Wall Marathon 2019

### 1. BACKGROUND

Participants in an ordinary marathon are easily injured. In connection with The Great Wall Marathon the risk is obviously not less. The Great Wall Marathon therefore recommends that you get a thorough medical check-up prior to running the marathon. This is also the reason for the following terms and conditions, including in particular the exclusion of liability in clauses 2-3.

### 2. PARTICIPATION ON YOUR OWN RISK

By signing this document you accept that your participation in the marathon is your own responsibility and at your own risk in every respect. You accept that you cannot claim any kind of damages, indemnification or any other compensation for personal injury, damage to property or any other loss, including any kind of indirect loss in connection with your participation in the marathon, from The Great Wall Marathon, unless you are subjected to any kind of injury or loss due to gross negligence on the part of The Great Wall Marathon or their employees. At the same time, The Great Wall Marathon cannot be made liable for negligence displayed by independently participating third parties or the local authorities prior to, during or after the marathon.

If you are injured in any way due to your participation in The Great Wall Marathon that suggests that you will be unable to go through with your stay in China as planned, you are also prevented from claiming damages, indemnification or any other kind of compensation.

*Full marathon runners must be minimum 18 years old on race day. Half marathon runners must be at least 16 years old. Independent Fun Run participants must be at least 12 years old on race day. Fun Run participants under the age of 12 must be accompanied by an adult.*

### 3. MEDICAL HELP

The Great Wall Marathon will see to it that English-speaking doctors with personal experience in running marathons are available to the participants. If any treatment that is not or cannot be carried out by these doctors becomes necessary, it will be a matter between you, the local therapists and your travel insurance. You cannot hold The Great Wall Marathon responsible for any errors or any negligence caused by local therapists. If the doctor or other assistants at the marathon find that it would not be defensible to let a participant continue, the person in question will be taken out of the marathon. The Great Wall Marathon does not undertake any responsibility for such a decision, which will be made out of consideration for the health of the participant.

### 4. INSURANCE

*Taking into consideration the special nature of the event, all participants are obliged to have their own insurance covering their stay in China and bring the insurance card with them.*

### 5. SPONSORS

Even though the Great Wall Marathon is a small event, it requires the same organization and planning efforts as a major event. Therefore, the event is very dependent on voluntary contributions and sponsors, whose interests The Great Wall Marathon must protect. As a consequence, on race day no runner may wear or promote any brand or company that may conflict with the interests of a Great Wall Marathon sponsor. If you are considering wearing clothes with logos or writing exceeding 3x5 cm, please contact The Great Wall Marathon beforehand for written permission. The number allocated to each runner must be worn on the front of the shirt, and must be visible at all times during the race. Runners that disrespect these necessary regulations risks being taken out of the marathon and will not receive his/her medal or running time. These rules will apply without any financial compensation.

### 6. FILM & VIDEO

Family, friends and other spectators are very welcome to shoot photographs or make video recordings for private use. Professional photographers must obtain written permission from The Great Wall Marathon beforehand. All rights in relation to the Great Wall Marathon belong to The Great Wall Marathon, and permission to use the name The Great Wall Marathon or pictures from the event for commercial purposes, must be obtained in writing from The Great Wall Marathon beforehand. Participation in The Great Wall Marathon means there is a possibility that you may be photographed or filmed during the event. All participants must be aware that there is a chance that their image could be used in promotional material.

By signing the Liability Contract the participant accept that The Great Wall Marathon does not offer any kind of payment / settlement to the participant when The Great Wall Marathon is using photos or live footage in which the participant may appear.

### 7. THE CHINESE LAW, REGULATIONS & CUSTOM

All the participants must realize that the Great Wall Marathon is held in China and thus it has to follow the Chinese law and regulations. Any behavior by the participants that are against the Chinese law and regulations are not acceptable. The Great Wall Marathon also would like to remind all the participants to pay respect to the local custom as the race route will pass through villages. Participant that have caused big problem due to their improper behavior for the Great Wall Marathon risks losing his entry and will face a massive financial claim for compensation from the Great Wall Marathon.

### 8. FORCE MAJEURE

Provided that the political situation, natural disaster or like conditions are out of the Great Wall Marathon's control, inhibiting the planned completion of the Great Wall Marathon, the following will happen:

- 1) In case the incident occurs before departure to China, the trip will be cancelled and the payment refunded. If possible, all participants will be offered a compensating journey.
- 2) In case the incident occurs after departure to China, there will be no refund of payment, but as many elements of the itinerary will be carried through as planned with changes in the details of the program if necessary.

### 9. SUPPLEMENTS TO THE OTHER CONDITIONS

These conditions, in particular the exclusions of liability in clauses 2-3, form part of your agreement with The Great Wall Marathon. In case of any discrepancies between these conditions and the rest of the agreement, these conditions shall take precedence.

### 10. CHOICE OF LAW AND VENUE

By signing this agreement, you accept that any dispute in relation to your participation in the marathon will be subject to Chinese law. You also accept that any dispute that might arise in connection with your participation in the marathon is to be decided by the Commerce and Companies Agency in Beijing in the first instance.

### 11. LATE BOOKING POLICY

*The registrations come after the deadline (March 18th, 2019) are subject to a compulsory late booking fee of 100 USD. Last possible date to book and register with The Great Wall Marathon 2019 is April 18th, 2019.*