

Terms and conditions for the 5th markhamens festival Winterweidenthal anno 2023

Organizer: 1476 staedtisches Aufgebot e.V.
c/o Dr. Stephan Altenburger
Schumannstraße 54
78532 Tuttlingen

§ 1 General provisions

1. The participants are aware of the nature of the event and of the resulting risks (sports competition, archery contests, usage of gun powder etc.)
2. The participant assures, in consideration of the physical and mental stress anticipated, to be able to participate in the event. As far as the information material provided before the event does not allow conclusions to be drawn on the expected stress, the organizer can be asked to deliver further information.
3. The minimum age for the participation in the event is, as far as not stated otherwise, 18 years. An exception from this rule is the presence of a legal guardian. For other possible exceptions, please consult the organizer of the event.
4. All subsidiary agreements and changes to the contract of participation must be drawn up in writing to be effective. All of these only gather validity by the acknowledgement of the organizer in written form.
5. In case of the ineffectualness of any of the points of the general terms and conditions, the corresponding legal regulations become effective.
6. If any of the terms herein are declared void or unenforceable, the remaining provisions shall continue in full force.
7. The place of jurisdiction is Tuttlingen, Germany.

§ 2 Security

1. The participant covenants to inform himself of the applicable security regulations and to present his equipment to the organizer without any request of the organizer.
2. The participant covenants himself, to avoid any dangerous situation for himself or any other participant. This includes especially climbing on unsecured escarpments or walls, lighting fire outside the designated areas, the usage of unapproved or unlicensed weapons or equipment of any kind, as well as the excessive consumption of alcohol.
3. The participant is obliged to follow the instructions of the organizer, the legal representatives or all person employed in performing an obligation.
4. Participants violating any of the security regulations, endangering other participants, or not following the instructions of all the above named parties in a case where any of the terms named above are affected, can be banished from the event, without the organizer having the obligation of refunding the participation fee.

§ 3 Liability

1. Compensation resulting from positive violation of a contractual duty, culpability when the contract is concluded, or unlawful act are excluded, as far as the organizer, the legal representatives or all persons employed in performing an obligation did not act carelessly.
2. Damage claims resulting from the impossibility of performance, or the event of default are limited to the indemnity of the damage to be expected in case of a slight negligence.
3. The organizer, the legal representatives or all persons employed in performing an obligation cannot be held responsible for any damage created by a third party which is not ascertainable.
4. The organizer is not liable for persons or material damages, except of the case of the organizer or a legal representative having acted grossly negligent or intentionally. For self-imposed damages the causing person is liable. We generally recommend and expect a liability insurance.

§ 4 Copyright and recordings

1. All rights to audio-, film-, and video recordings remain reserved to the organizer.
2. The participant agrees that the entire event, or parts of it, may be recorded.
3. All recordings made by participants are only legal for private use.

§ 5 Cancellation/Rejection of your registration/Exclusion from the event

1. The number of participants is limited. The organizer reserves the right to exclude participants without any given reasons prior to the event, refunding the participation fee.
2. In case of the cancellation of a participant up to 14 days before the start of the event, a general fee of 20€ will be due for accrued expenses. In case of a retirement less than 14 days before the event, the fee increases to 25€. In individual cases the organizer has the option to demand a higher sum based on the proof of eventual damage.
3. In case of nonattendance (for whatever reason) the participation fee cannot be refunded.

§ 6 Registration fee/Delay of payment

1. The registration fee is graduated as follows:

Children up to 10 years of age:	free
Children age 10 to 17	20€
Participants age 18 and up	40€

1. The participation fee must be paid in advance. In case the fee has not been paid prior to the event, an additional post procession fee of 10€ is defined. The right of the organizer to claim higher costs basing on a receipt remains unaffected.
2. In case of a charge back without any culpability of the organizer while collecting the participant fee in a debit advice procedure, or by cheque, the participant has to pay any resulting bank charges.
3. In case of the registration in behalf and account of a third person, the participant is liable for any accrued liabilities basing upon this obligation as debtor.
4. The given graduated prices are based on the date of the reception of the participation fee on the organizers bank account. The date of the registration has no influence on the participation fee.

§ 7 Data protection information (GDPR)

1. The participant agrees that his or her data will be saved in an automated database from the date of the registration, so the organizer will be able to send information concerning the event via email, identify the participant on site and for legal protection of the organizer from claims of compensation after the event.
2. All data will be stored until expiration of the legal retention period.
3. Additional information concerning data protection implemented by the organizer can be found here: <https://anno1476.de/index.php/datenschutz>