

TERMS AND CONDITIONS, DISCLAIMER AND LIABILITY WAIVER

for the event **FLATY888**

An 888 km self-supported ultra-cycling rally through Germany, France, and Switzerland
July 15-19, 2025
Germany

§ 1 Scope

1. The event "FLATY888" in 2025 is organized by outdoo.store, owned by Anette Nau.
2. These special terms and conditions apply to the event "FLATY888" and supplement the general terms and conditions of the outdoo.store online shop.
3. These terms govern the legal relationship between the participant and the organizer, or their legal successor if applicable. The version valid at the time of registration becomes part of the contract. Changes announced by the organizer become part of the contract immediately.
4. Any declarations from the participant to the organizer must be addressed to:

outdoo.store
Owner: Anette Nau
Helle-Röder-Str. 64
67714 Waldfischbach-Burgalben
Germany
info(at)outdoo.store

§ 2 Participation Requirements

1. Participation in "FLATY888" is open to all athletes who are sufficiently trained, healthy, physically fit, and at least 18 years old.
 2. Each participant is responsible for assessing their own physical condition and, if necessary, confirming their fitness for participation with a physician.
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§ 3 Registration, Entry Fee, and Deposit, Prize Money

1. Registration for the event is only possible through www.outdoo.store (FLATY888 2025 - Registration).
 2. Each participant may only register once. Duplicate registrations will not be accepted. There is no entitlement to transfer the start slot to other participants, except with the explicit written consent of the organizer.
 3. An entry fee is required upon registration.
 4. After registration, participants will receive information on how to pay the deposit for the tracker (currently €150). This deposit will be refunded upon the return of the undamaged and functional tracker.
 5. To be eligible for participation, the entry fee and deposit must be received by the organizer, and the participant must have received the registration confirmation ("Bestellbestätigung").
 6. After receiving the registration, the organizer will send a registration confirmation ("Bestellbestätigung") to the participant via email.
 7. The organizer reserves the right to deny or disqualify a participant at any time, e.g., for violating ethical guidelines, event rules, non-payment of the entry fee, or use of prohibited substances (doping).
 8. The participant is solely responsible for the provided GPS tracker. In case of loss or serious damage, the organizer will charge €150 and withhold the deposit.
 9. The organizer does not offer any prize money.
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§ 4 Accreditation

1. To complete accreditation, participants must bring the following documents:
 - Registration confirmation ("Bestellbestätigung")
 - ID card, passport, or other identification document

- Signed "TERMS AND CONDITIONS, DISCLAIMER AND LIABILITY WAIVER for the event FLATY888" (if not already sent via email)
 - All mandatory equipment listed in the Rider Manual.
2. Participants must personally collect their race documents (race cap, tracker, etc.) at accreditation.
 3. Participants are required to check the completeness of their race documents immediately upon receipt. Subsequent complaints will not be considered.
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§ 5 Participant Withdrawal

1. Participants can withdraw for free, with a refund of the entry fee, within two weeks of registration. The withdrawal must be sent in writing via email to the organizer. After this period, the entry fee will not be refunded.
 2. Participants may nominate a replacement participant up to one week before the event. However, the replacement participant is not automatically entitled to participate, and the organizer must explicitly approve the replacement in writing.
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§ 6 Data Collection and Usage

1. Personal data provided during registration will be stored and processed for event management purposes. Additionally, data will be stored, processed, and published within the event results service (tracking via the tracking platform, ranking database, etc.). By registering, participants consent to the storage, processing, and use of their data for these purposes.
 2. Participants agree, revocably, that outdoo.store may use photographs and video footage taken by authorized photographers or videographers during the event for promotional purposes, free of charge and without limitation. The participant waives any claim to name attribution. Photos and videos from the event will be made available to participants free of charge (e.g., as downloads).
 3. First and last names, email addresses (if applicable), and start and tracker numbers will be shared with a commercial satellite tracking service. By registering, participants consent to the storage and sharing of this data.
 4. Participants' names, start and tracker numbers, and results (ranking, times) will be published in event-related media. By registering, participants consent to the publication of this data.
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§ 7 Tracking

1. Tracking is conducted using GPS trackers.
 2. All trackers are tested for functionality before issuance. The organizer assumes no liability for defects that arise after distribution.
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§ 8 Right of Withdrawal

Unless otherwise specified in these terms and conditions, statutory provisions on withdrawal and cancellation apply. According to Section 312g, paragraph 2, no. 9 of the German Civil Code (BGB), contracts for services related to leisure activities do not include a right of withdrawal if the contract specifies a particular date or period for service provision.

§ 9 Disclaimer and Liability Waiver

1. Participation is at the participant's own risk.
2. The liability of the organizer — including towards third parties — is limited to intent and gross negligence. This also applies to companies and volunteers employed by the organizer. The organizer's liability for

damages other than those affecting life, body, or health is excluded unless these are caused by intentional or grossly negligent breaches of duty.

3. The organizer is not liable for changes to the event due to force majeure or official directives. The organizer will attempt to arrange a substitute date in such cases. If the event is completely canceled, the entry fee will be refunded.
4. Liability is limited to typical public liability insurance coverage. The organizer is not liable for atypical or unforeseeable consequential damages.
5. The organizer is not responsible for the participant's health risks associated with participating in the event. Participants are responsible for ensuring they are in suitable health before the event.
6. The organizer does not provide insurance for participants.
7. Participants must obtain valid liability, accident, and health insurance for the event's duration.
8. The organizer is not liable for stored personal belongings or valuables. The use of the baggage storage service is at the participant's risk.

9. Participants expressly declare the following disclaimer and release of liability to the organizer:

- FLATY888 is a self-supported event, and I am solely responsible for planning and executing my ride, as well as managing my own support.
- I understand the organizer does not provide insurance for participants.
- I will obtain valid liability, accident, and health insurance for the event duration.
- I will bring the following to accreditation: ID, signed "Liability Waiver," and all other mandatory items listed in the Rider Manual.
- I understand that no assistance will be provided by the event organization during the event. I will take all necessary precautions to ensure my safety.
- I acknowledge the risks associated with cycling. I participate voluntarily, fully aware of the dangers, and accept all risks of injury, inconvenience, damage, or death, as well as property loss.
- I am aware that the event takes place on public roads accessible to other vehicles.
- I understand that despite the GPS tracker, my location may not always be tracked.
- I am a competent and experienced cyclist and athlete, capable of participating in this event without support from the organizer.
- I consent to emergency medical treatment in case of illness or injury, including transportation to a medical facility, and I accept all associated costs.
- I wish to participate in FLATY888. By signing the document "Terms and Conditions and Disclaimer FLATY888," I confirm my understanding and agreement to release the organizers, volunteers, sponsors, other participants, and all associated parties from any liability for injuries, damage, loss, inconvenience, or any other harm arising from my participation.

First name, last name

Date of birth

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Place

Date

Signature