

**Conditions of Participation/Declaration of Liability Wachau Radmarathon 2025**

1. With the registration/payment of the entry fee the participant accepts all the following conditions of participation and the regulations of the organizer, AMI Promarketing Agentur - Holding GmbH, Landhaus Boulevard Top 21, 3100 St. Pölten, and confirms that he/she acts on his/her own responsibility in the sense of these rules.
2. Limitation of liability: **a)** The Wachau Radmarathon is a bicycle tourism event. The entire road course is not closed, there are also other traffic participants on the roads, the road traffic regulations apply, even if partly helpers and stewards try to limit the risk. In this sense we would like to point out once again that e.g. pedestrians must be allowed to cross the road unhindered on a safety path/ crosswalk or driving against the given direction of travel in traffic circles, cutting curves and intersections is prohibited. Furthermore, the instructions of the police, the fire department and the stewards must be obeyed. In case of illegal behavior, the driver will be excluded from the competition. **b)** The event will be timed, but this is only done at the express wish and will of the participant to get a non-binding and approximate basis for comparison with other participants and comparable events. The timing does not serve the competition, especially since the exact observance of the road traffic regulations is prescribed and assured by the participant. This applies especially to the possible driving in a crowd, the safety distance to be kept, the passing of narrow places and crossings. The participant nevertheless assures the organizer that by participating in this event, he/she accepts that under certain circumstances other participants may ride in his/her slipstream or disregard traffic regulations. The participant acknowledges that he cannot rely on the correct observance of traffic rules by other participants, as well as stewards and helpers and will therefore exercise the utmost caution in this respect himself and will also drive with foresight and be ready to brake. In this respect, the participant assumes full personal responsibility and will terminate the event immediately if he/she can no longer maintain this commitment. He expressly acknowledges that if he drives through in a crowd and without a safety distance, he would be violating the road traffic regulations, in particular the requirement to drive on sight (this also applies to visibility of the roadway, as well as obstacles and damage located there), and would thus be deliberately taking an increased risk. **c)** In the event of damage to other participants, the participant waives all claims for damages except for gross negligence and intent and expressly acknowledges that participation in this event is a hazardous activity in which he/she is consciously engaged. **d)** The participant waives any claims for damages against the authorities involved in the approval of this event, their organs, the organizer, his representatives, assistants and helpers, except for gross negligence or intent, even if individual persons should be convicted under criminal law for negligence in this context. **e)** The participant expressly waives the right to a ban from the event. The participant expressly waives a blocking of the course, wishes a timekeeping and assures to stop the event immediately, to take off the chip for the timekeeping as soon as he revokes or questions his exemptions from liability according to point 3. of these conditions.
3. The road owners and the organizer do not assume any liability whatsoever for a suitable condition of the roadway for this event, which go beyond the usual road owner liability according to the ABGB (Austrian Civil Code) and the participant waives the assertion of claims for damages or recourse going beyond this.
4. The participant acknowledges that the start at the competition is at his own risk.
5. The participant confirms that there are no objections from the medical side against the participation in the event and that the training and health condition corresponds to the requirements of the registered route.
6. The wearing of a crash helmet is mandatory.
7. Participation in the Wachau Radmarathon is only possible after reaching the age of 18. Younger participants (from the age of 12) can only take part in the event after presenting a confirmation of the legal guardian. Each participant is liable for the correctness of his information.
8. In case of participation of a minor in the Krone Champions Cycling Marathon, a medical certificate confirming the physical fitness for participation must also be submitted. This certificate must be presented on the day of the event together with the confirmation of the legal guardian and must not be older than 6 months.
9. Checkpoints: For the Krone Champions Radmarathon, checkpoints at predefined checkpoints are prescribed in coordination with the authorities. These can be found in detail in the announcement (point 3.4.). Participants who have not passed the respective checkpoint at the specified time (or if it is foreseeable that they will not reach the next checkpoint on time) will be removed from the classification.
10. Austrian Championships: The Austrian Touristic Road Championships will take place as part of the Wachau Radmarathon 2025. All athletes who are Austrian citizens and have a valid license (UCI/ÖRV) for the current year for the Amateur (M+W) and Masters (M+W) classes or/and are in possession of a Cycling Austria Member Card are eligible for the classification.
11. The conclusion of an appropriate insurance package (e.g., accident, liability) is recommended.
12. **Data protection:** By signing the registration form, the participant acknowledges that the organizer will computerize and store his personal and address data as well as results and use them for the preparation of lists of participants and lists of results, which will be published. The participant thereby also expressly consents to the use of this data for contacting and information by the organizer about future events until revoked. Furthermore, each participant gives his consent until revoked that his name, year, place of residence and team are published e.g., in the starter and result lists on the Internet, in the newspaper and in notices. He also gives the organizer - or partners commissioned by him - the consent to the production, processing and utilization of photos, video and TV recordings. The organizer - or partners commissioned by him - is granted permission to exploit and use these recordings without restriction and for an unlimited period of time. This applies in particular to the promotion and presentation of this event. Furthermore, until revoked, the consent is given that the organizer may use the address data for advertising purposes and may also pass them on to sponsors. All necessary data for the fulfillment of the contract, registration and for the execution of pre-contractual measures will also be passed on to bank and credit institutions or payment service providers for the purpose of debiting/transferring the registration fee, to tax advisors for the fulfillment of tax obligations, to moderators on site, to commentators of a live stream, which is published on the internet, to emergency services, to journalists, to the provider of the timekeeping as well as to all participants of the Wachau Radmarathon in terms of the list of participants. The organizer uses this data within the framework of the DSGVO and the DSG. Both organizationally and technically, the necessary data protection measures are taken. Each participant has the right to information, correction and transcription of the data stored about him. He may also request the restriction and deletion of data, as well as revoke his consent at any time. To exercise these rights, please refer to the contact details of the organizer in point 1. Likewise, there is the possibility of a complaint to the data protection authority.
13. The use of own service cars or motorcycles and scooters is not permitted for reasons of road safety and environmental protection. This will result in disqualification.
14. The organizer is entitled due to bad weather, COVID-19 or other events beyond his control to change the competition mode, shorten or change the route or change the time limit.
15. In case of danger, a cancellation or termination by the authorities is also possible.
16. In the event of cancellation of the event due to force majeure, the participant is not entitled to a refund of the entry fee and also not to compensation for other damages, such as travel or hotel costs.
17. Participation with the bib number of another rider or any other incident detected by the organization, which constitutes a violation of the rules, will be punished by exclusion from the competition.
18. The Organizing Committee may decide at any time to accept or not to accept an entry or at any time to exclude an entrant from the competition if the entrant may harm the image of the event.
19. Participation in the Wachau Radmarathon is not permitted with electric bicycles (e-bikes) and other drive-assisted bicycles.
20. It is not allowed to participate in the Wachau Radmarathon with bikes with triathlon attachments and time trial handlebars.
21. Each participant is responsible for the safekeeping of his bike. Costs due to damage or theft cannot be claimed against the organizer.
22. The gross time will be used to determine the results of the Wachau Radmarathon.
23. Anyone is eligible to participate with the exception of those athletes who have purchased an elite cycling license (track/road/mountain bike, incl. all junior classes) in Austria or abroad for the year 2025. The only exception to the license riders is the athletes of all Masters categories as well as amateur license riders, who are eligible to start! Persons with an elite cycling license will be denied participation in the competitions of the Wachau Radmarathon.
24. It is forbidden to throw away waste outside the marked zones (1 km after the refreshment station). Throwing away waste endangers the further execution of the Wachau Radmarathon and can result in a disqualification of the respective rider. The end of the 1 km long WASTE ZONE is marked by signs.
25. Participation is at your own risk and according to the COVID-19 hygiene and safety regulations in force at the time of the event or defined by the organizer himself. The measures will be communicated in time on the website [www.wachau-radmarathon.at](http://www.wachau-radmarathon.at). For the safety of all of us, we rely on the personal responsibility of our participants.
26. Each participant is liable for the accuracy of his information in the context of the registration for the Wachau Radmarathon.

**We would like to point out that the routes are very demanding and ask you to participate only in absolutely healthy and sufficient condition and with technically perfect material in the respective competition!**

I have read the rules, conditions and regulations for the 26<sup>th</sup> Wachau Radmarathon 2025, have taken note of them and accept them bindingly.

This declaration of liability must be signed personally by the participant and handed in at the start number distribution. Should the participant not be able to appear personally at the start number distribution, the current version of the liability declaration, personally signed by the participant, is to be handed in by the person collecting the start number. If this declaration of liability is not completed in full, the participant will not be entitled to start. The starting fee will not be refunded in this case.

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First and last name in BLOCK CAPITALS.....  
Date of birth.....  
Signature