

## General Conditions

The tour and marathon race is subject to local conditions, where both the forces of nature and conditions are very different from standard conditions in other parts of the world. This means that force majeure situations can occur causing delays and cancellations that will change the outlined program. Weather conditions, road conditions, problems with the vehicles, the others guests physical abilities together with delayed flights can all cause a change in the outlined program and can mean some aspects of the program will be cancelled.

The Tour is subject to the Phoenix Travel's normal terms and conditions which as participant you should be aware of.

## Refunds

No refund will be given for any tours, meals, accommodation, sight-seeing, transfers or any other services included in the tour cost which for reasons of illness, strikes, and alteration by client or otherwise were not utilized.

## Travel insurance

Travel Insurance, provided by Israeli based Phoenix, covers all participants, runners and spectators alike for the marathon day.

## Exclusion of liability

Participants in an ordinary marathon are easily injured. the risk in connection with the kazbegi Marathons, obviously not smaller. The Race Organization therefore recommends that you get a thorough medical check-up prior to running the marathon. The above is also the reason for the following terms and conditions, including in particular the exclusion of liability in clauses 1-3.

### 1. Participation on your own risk

By signing the entry form you accept that your participation in the marathon is at your own responsibility and your own risk in any aspect. 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 Race Organization, unless you are subjected to any kind of injury or loss due to gross negligence on the part of The Race Organization or their employees. On the other hand, The Race Organization 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 Marathon that means that you will be unable to go through with your stay in Georgia as planned, you are also prevented from claiming damages, indemnification or any other kind of compensation.

## 2. Medical help

the Race Organization will see to it that an Israeli (English-speaking) doctor is available to the participants. If any treatment that is not or cannot be carried out by this doctor becomes necessary, it will be a matter between you, the local therapists and your private Travel Insurance. You cannot hold The Race Organization 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 Race Organization does not undertake any responsibility for such a decision, which will be made out of consideration for the health of the participant.

## 3. Insurance

Taking into consideration the special nature of the tour, all participants is obliged to take out a private Travel Insurance. By signing the entry form, you confirm that you have taken out or will take out the mentioned insurance prior to departure.

## 4. Sponsors

Even though the 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 interest The Race Organization must protect. As a consequence, on September no runner must wear or promote any brand or company that may conflict with the interests of a Marathon sponsor. If you consider wearing clothes with logos or writing exceeding 3x5 cm, please contact the Race Organization beforehand for a 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.

## 5. Film &Video

Family, friends and other spectators are very welcome to shoot photographs or make video recordings for private use. Professional photographers must collect a written permission from the Race Organization beforehand. All rights in relation to the Kazbegi Marathon belongs to the Race Organization, and permission to use the name The Marathon or pictures from the event for commercial purposes, must be obtained in writing from the Race Organization beforehand.

#### 6. Force Majeure

Provided that the weather or like conditions out of the Race Organizations control, inhibits the planned completion of The Marathon the following will happen:

- 1) In case the incident occurs before departure to Georgia, 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 Georgia, 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.

#### 7. Supplements to the other conditions

These conditions, in particular the exclusions of liability in clauses 1-3, form part of your agreement with The Race Organization in connection with The. In case of any discrepancies between these conditions and the rest of the agreement, these conditions shall take precedence.

#### 8. Choice of Law and venue

By signing the entry form, you accept that any dispute in relation to your participation in the marathon will be subject to the Israeli 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 Copenhagen in the first instance.