

TERMS & CONDITIONS OF THE CATALUNYA RESCUE FESTIVAL 2013

Definitions:

- "Conditions" means these terms and conditions of entry for the Event.
- "Entry Form" means the Excel file (.xls) of the website which requires the details to be provided for participation in the event.
- "Event Organiser" means the Catalan Rescue Federation with the collaboration of the Club Natació Kallipolis and the City Hall of Castelldefels.
- "Fee" means the price of entry into the Event as set out in the Entry Form.
- "Participant" means the person who will be participating in the Event named on the Entry Form.

1. Participation

1.1 The participant acknowledges that participation in the Event is physically strenuous activity: It is acknowledged that participation in "The CATALUNYA RESCUE FESTIVAL" will be physically demanding and I am aware of the nature of the Event and associated medical and physical risks involved. I am physically capable of competing in the Event and agree that I am solely responsible for my actions and the event organizers, its officers, employees, agents, affiliates, sponsors or medical advisers are not responsible for any injury or illness that I may suffer as a result of my participation in the Event.

1.2 The participant agrees to abide by all the rules of the event. The participant shall not be entitled to a refund of the fees if he or she is disqualified from the event as a result of an infringement of these conditions or event rules. Such event rules including limits on the time taken to complete section of the Event that may be initiated by the event organiser at its discretion to ensure the safe and proper running of the event. These rules and regulations may be found in the "Rules" section of our website.

1.3 The Participant must register between the times and on the day as instructed in the event information which will be issued by the event organiser before the event.

1.4 It is the participant's responsibility to provide a ski, paddle and board which comply with the event ILS rules.

1.5 The race organiser may introduce cut off times as they see fit. These will be made clear prior to the race. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

1.6 It is necessary to comply the ILS rules according to the use of wetsuits.

1.7 The participant must produce identification.

1.8 While the event organiser takes every care with the staging of the event, the participant acknowledges that personal accident and personal items insurance is his or her responsibility.

1.9 The minimum age required for the event's entry is to be age 18 when the event takes place (28th of September 2013). These athletes under 18 will need a parental consent, where it describes that their parents or tutors are responsible of any act or consequence of their children. These can send the certification to fcss@salvament.org or deliver it before the start of the competition to the organiser. You can find the parents certification attached at the end of this document (Point 8).

2. Bookings and Payments

2.1 The participant shall complete the entry form and send it to the following e-mail: fcss@salvament.org

2.2 The participant shall not be eligible to compete in the event until full payment of the fee has been received. No payment shall be deemed to have been received until the event organiser has received cleared funds.

2.3 Any contracted services (such as food, rent wetsuits, services, photos, videos and any other services not shown as an option be reimbursed under any circumstances. In case, you accidentally made a mistake during registration, please immediately contact with the organization.

3. The Catalunya Rescue Festival- Withdrawal, Cancellations or Alterations

3.1 The participant may withdraw from the Event at any time, subject to the following provisions of this clause.

3.2 If the participant withdraws from the race 30 days or more before the event he/she will receive no refund but the event organiser will provide the participant with a place free of charge in the same event the following year, if the event takes place.

3.3 If a participant pulls out of the Event 29 days or less before the event he/she will receive no refund from the event organiser but the event organiser will guarantee the participant entry for the race which it proposes to run the following year subject to the participant completing an entry form and paying the applicable entry fee for the event.

3.4 If the participant pulls out of the event with 5 days or less remaining or if the participant fails to register for the event he/she will receive no refund or guaranteed entry for a future race.

3.5 Changes to race/event are not permitted and places are non-transferable.

3.6 If the event organiser changes the event's date and the participant can't assist to the new date. The participant will have 3 weeks, from the moment of the change announcement to contact the organiser in written paper according to the Full refund of the fee

3.7 The notification of withdrawal of the event can be sent on e-mail format to fcss@salvament.org. Notifications by telephone will not be accepted. The reception date of the notification will establish if the participant has a free registration for the next year's edition

3.8 The Event organiser reserves the right to withdraw the offer of a place to the participant in the event for any reason and at any time and in such circumstances will provide the participant with a full refund of the fee.

3.9 The event organiser reserves the right to amend or cancel the event. The event organiser will only exercise these rights due to circumstances beyond its control (weather conditions basically). In the case of the event being cancelled it shall provide the participant with a full refund.

4. Event Organiser Responsibilities

4.1 The aggregate liability of the event organiser in respect of any loss or damage suffered by any participant and arising out of or in connection with these conditions shall not exceed the Fee paid.

4.2 The event organiser shall not be liable for:

4.2.1 Any loss or damage of personal equipment belonging to the participant.

4.2.2 any indirect or consequential losses (in any case whether or not such losses were within the contemplation of the parties at the date the participant submitted the entry form) suffered or incurred by the participant arising out of taking part in the event or any other matter arising under these conditions.

4.3 Nothing in these conditions shall exclude or limit the liability of the event organiser:

4.3.1 In case of death or personal injury caused by the event organiser's negligence

4.3.2 In case of fraud or fraudulent misrepresentation.

4.3.3 In case of any matter which it would be illegal for the event organiser to exclude or attempt to exclude liability.

5. Publicity and Results

5.1 The participant:

5.1.1 Irrevocably consents to their appearance in the event being filmed, recorded, incorporated and exploited in whole or in part in any television program, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these conditions.

5.1.2 Irrevocably consents to the use and reproduction of the participant's name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the event and/or the promotion of the event and the commercial rights relating to the event provided that such use does not imply direct endorsement by the participant of any official sponsor or supplier of the event.

5.2 The event organiser reserves the right to vary these conditions by giving notice to the Participant in writing in any official event material or correspondence prior to the Event.

5.3 The event organiser will do their utmost to provide an event finish time for the participant however they cannot be held responsible for any computer result anomalies.

5.4 All decisions and rulings by the event organiser, its employees and its agents are considered final.

6. General

6.1 These conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the event. The participant acknowledges and agrees that in submitting the entry form (and the documents referred to in it) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these conditions.

6.2 Nothing in these conditions shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

6.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

6.4 No amendment of these conditions shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

6.5 To the extent permitted by law all provisions of these conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

6.6 These conditions shall be interpreted in accordance with the laws of Spain and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Spanish Courts.

7. Privacy

The requested data is voluntary and, in the event of not express their refusal within 30 days by notice sent to the e-mail address fcss@salvament.org be included in a file of personal data and private ownership treatment with the purpose of providing information about the event, communications on the activities of our organization, as well as related products and services of Surf Lifesaving. The data controller and data processing contained therein, as well as the recipient of the information contained in the file, will be the Federació Catalana de Salvament i Socorrisme (Catalan Rescue Federation), based in Spain, established in Barcelona 08904, Carrer Paris, 44 which may apply at any time to exercise their rights of opposition, access, rectification, cancellation and / or revocation of their personal data by these effects sent to the email address: fcss@salvament.org

8. Parental Consent

LETTER OF PARENTAL CONSENT

(To filled by the mother, father or guardian of those that are under the age of 18)

I _____, with ID Num./Passport Num. in force
_____ Mother, Father or Guardian of _____
with ID Num./Passport Num. in force _____ hereby authorize
my son / daughter or ward to take part in the Catalunya Rescue Festival, and I declare to know
and accept the document "Terms and Conditions" attached to the registration form for the
proper conduct of the championship.

In _____, the _____ of _____ of 2013.

Signature:

Attached is the photocopy of my ID Num. /Passport Num. in force.