

Translation of the Liability exclusion (Haftungsausschluss)

This is not the valid Liability exclusion! Please sign the German Version!

In order to participate in Snowboard Verband Deutschland e.V. (henceforth referred to as Snowboard Germany or SNBGER) events.

Without any restriction of the responsibility of a competition organizer or training organizer concerning the creation of the competition arrangement or facility and the realisation of the competition / training I execute this declaration:

1. Snowboard Germany and FIS RULES; REGULATIONS and PROCEDURES

I acknowledge and accept that my participation in a competition of SNBGER or training depends on the fact that I accept all rules, regulations and procedures of the FIS and SNBGER.

I agree that I am subjected to these rules, regulations and procedures and recognise that these rules, regulations and procedures also apply to any organisations which are connected, associated or in partnership with FIS and SNBGER and apply to any other organisations that operate on SNBGER's behalf while I partake in any competition or training event

I recognise and submit to the DWO and IWO of the FIS, to the other regulations and directives of the FIS, as well as to the statute and the order of Snowboard Germany (failure to adhere to the anti-doping order, the legal system and the arbitration statutes in particular shall have severe repercussions as discussed in section 5.).

2. RECOGNITION OF THE RISKS

I am aware of the risks associated with snowboarding such as high-speed accidents and gravitation, during the training and competitions. I appreciate that training and competitions require intensive training and are subjected to the normal risks associated with snowboarding, I therefore will take the necessary precautions to minimise these risks through mental awareness and maintained physical stamina and strength training.

I also accept that the risks associated with environmental conditions, technical equipment, atmospheric changes and natural or artificial obstacles while partaking in snowboarding. I am also aware that during training and/or in competitions that certain conditions and/or actions can not always be avoided, foreseen and/or controlled and hence, can not always be prevented by any reasonable safety measures and precautions. I also know and accept that during a competition and/or training my physical intactness and in extreme cases my life, can be in danger. Furthermore I know and accept that in the competition and training zone third people – in connection with my participation - can be in danger too, I will therefore check the training range and the competition range myself.

I will immediately inform the jury or the person in charge if I have any safety doubts. I am aware that I am responsible for using suitable equipment and that I am also responsible for the condition of this equipment, as well as for my speed at competitions and/or trainings, and for the lane and the racetrack I take.

3. PERSONAL LIABILITY

I am aware that I am personally responsible for physical injuries and/or for property damages of third party people caused by me during trainings and/or competitions. I acknowledge that the responsibility to check and to supervise my equipment lies with me and is not the responsibility of the organizer.

4. WAIVER OF LIABILITY

As far as it permits the applicable right, I waive all claims towards SNBGER or FIS, the country-ski association, the association and the organizer as well as their members, managers, officials, trainers, volunteers, suppliers and agents to any loss, injury or other damage caused by myself in a SNBGER or a FIS competition or training.

5. ANTI-DOPING

I acknowledge the WADA and the NADA code, including the IST (International Standards for Testing) as well as the anti-doping regulations of the FIS, in their current valid version. Henceforth I committ myself, in union with the aforementioned institutions as well as the German Olympic Sports Alliance (DOSB), in supporting the worldwide fight against all forms of performance manipulation.

I acknowledge in particular:

- It is my own responsibility that no forbidden or banned substances reach my body, that no forbidden or banned methods are used and that I am not in the possession of forbidden or banned substances, apart from those for which I have a special medical authorisation (TUE) according to the regulations of the WADA and NADA code. I also know that it is my duty to regularly inform myself what is currently on the ‚list of forbidden substances and methods‘ as documented by WADA and should regularly consult the list to monitor any changes.
- I observe and will follow the regulations about the availability to controls, and will commit myself to present and future obligations arising from the NADA code (including implementing regulations) as well as the rules of the FIS.
- I know that an offence against WADA or NADA code regulations, including the failure to implement their regulations as well as the FIS anti-doping order can lead to sanctions based on the legal system and the arbitration status of SNBGER.
- I agree that SNBGER has informed me, while signing this arrangement, about the sets of rules (mentioned in this document) and the ‚list of the forbidden substances and methods of the WADA‘ in the current valid version, which can be looked up and monitored at the following sites:

- www.nada-bonn.de (WADA and NADA-Code)

-www.fis-ski.com (Anti-doping order of the FIS)

-www.snowboardgermany (Anti-doping order, the legal system and the arbitration status of SNBGER)

I confirm that SNBGR has pointed out that these rules do not stand to the disposition of the involved people and that the submission is not depending on his/her respective knowledge.

For underage participants (according to the laws of their homeland): By signing this document I/ we as the owner of the parental power/ custodian (generally BOTH parents) confirm that this document has been fully understood and approved and agree to the contract with all its regulations and conditions.

ARBITRATION AGREEMENT

This is not the valid Arbitration Agreement! Please sign the German Version!

between

Snowboard Verband Deutschland e.V. / Snowboard Germany

Hubertusstr. 1, 82152 Planegg

(henceforth referred to as SNBGER)

and

...

(henceforth referred to as athlete)

1. ...
2. Herewith the athlete explains his consent and submits to the sanction competence of the DSV. If there is a procedure after the anti-doping-order SNBGER is responsible for the management of the results according to §13 of its statute.
3. All disputes between SNBGER and the athlete, which arise in connection with the signed liability committee or about its validity, and which are not referred to within paragraph 1, will be resolved by the German Sport Arbitration Court (Deutsches Sportschiedsgericht) according to the sports arbitration board order of the German Institute for Sport (Deutsches Institut für Sportgerichtsbarkeit e.V. - under explicit exclusion of the ordinary legal process. This is also valid for the temporary legal protection.