



# SPECTATORS EXCLUSION OF LIABILITY

## The Great Wall Marathon 2007

### 1. BACKGROUND

The marathoners have been getting all the attention regarding health and training issues, but spectators heed caution as well. The Great Wall is tough to walk and the temperatures in the area can affect every person, whether running or cheering. To enjoy the days spent at the Great Wall, certain measures of caution must be taken. The sun can cause serious burns and dehydration problems. If you suffer from vertigo, joint or muscle problems, you must take extra care when walking the Great Wall on inspection day. Spectators sometimes forget to look out for passing runners or traffic, and it is crucial to remember that the local Chinese are not used to looking out for pedestrians crossing the road.

### 2. PARTICIPATION ON YOUR OWN RISK

By signing this document you accept that your participation in this tour to China and the Great Wall Marathon is your own responsibility and at your own risk in every respect. You accept that you cannot claim for any kind of damages, indemnification or any other compensation for personal injury, damage to property or any other loss, from The Great Wall Marathon, unless you are subjected to any kind of injury or loss due to gross negligence on the part of The Great Wall Marathon or their employees. On the other hand, The Great Wall Marathon cannot be made liable for negligence displayed by independently participating third parties or the local authorities prior to, during or after the marathon.

### 3. MEDICAL HELP

The Great Wall Marathon will see to it that European (English-speaking) doctors are available to the participants. These doctors will try to help spectators suffering minor injuries, however, the marathoners have first priority. If any treatment that is not or cannot be carried out by these doctors becomes necessary, it will be a matter between you, the local therapists and your travel insurance. You cannot hold The Great Wall Marathon responsible for any errors or any negligence caused by local therapists.

### 4. INSURANCE

Taking into consideration the special nature of the tour, all participants are obliged to take out a "super coverage" health insurance package with Gouda Travel Insurance Company (Gouda Rejseforsikring) covering their stay in China.

### 5. FILM & VIDEO

Spectators are very welcome to shoot photographs or make video recordings for private use. Professional photographers must obtain written permission from The Great Wall Marathon beforehand. All rights in relation to the Great Wall Marathon belongs to The Great Wall Marathon, and permission to use the name The Great Wall Marathon or pictures from the event for commercial purposes, must be obtained in writing from The Great Wall Marathon beforehand.

No spectator is allowed onto the Great Wall on race day / May 19<sup>th</sup>. Any spectator who does not respect this rule will be taken back to Beijing immediately at his or her own expense. These rules will apply without any financial compensation.

Participation in The Great Wall Marathon means there is a possibility that you may be photographed or filmed during the event.

All participants must be aware that there is a chance that their image could be used in promotional material. By signing the Liability Contract the participant accept that The Great Wall Marathon does not offer any kind of payment / settlement to the participant when The Great Wall Marathon is using photos or live footage in which the participant may appear.

### 6. THE CHINESE AUTHORITIES

Without the goodwill of the Chinese authorities, the Great Wall Marathon would not be possible. Traffic control and medical aid are some of the favors that the Chinese authorities perform to help the success of the Great Wall Marathon.

Therefore, all participants must respect any request from the Chinese police or local authorities. Any hostile confrontation between spectators and local authorities would be an enormous embarrassment to the Great Wall Marathon, and could result in a cancellation of the marathon or like consequences. In China, disputes are seldom settled through direct confrontation and any person seeking to settle a dispute face to face with a police officer or local authority will face a massive financial claim for compensation from the Great Wall Marathon.

### 7. FORCE MAJEURE

Provided that the political situation, weather or like conditions are out of the Great Wall Marathon's control, inhibit the planned completion of the Great Wall Marathon, the following will happen:

- 1) In case the incident occurs before departure to China, the trip will be cancelled and the payment received by The Great Wall Marathon refunded. If possible, all participants will be offered a compensating journey.
- 2) If the incident occurs after departure to China, 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.

### 8. SUPPLEMENTS TO THE OTHER CONDITIONS

These conditions, in particular the exclusions of liability in clauses 2-3, form part of your agreement with The Great Wall Marathon. In case of any discrepancies between these conditions and the rest of the agreement, these conditions shall take precedence.

### 9. CHOICE OF LAW AND VENUE

By signing this agreement, you accept that any dispute in relation to your participation in the marathon will be subject to Chinese law.