

GENERAL TERMS AND CONDITIONS BREAKOUT RUN 2023

1. Definitions

1.1. In these terms and conditions, the following definitions apply:

Event	"Breakout Run" which is organized by Fitt-Recreatie BV.
Organizer	Fitt-Recreatie BV based in Vught with whom the Participant, a Participating company and/or Visitor has entered into an agreement.
Participant	The natural person who has registered for the event and has been accepted for participation by the organization or has been registered by Organization/Company.
Agreement	The agreement for Participant's participation in the Event.
Visitor	The natural person who attends an Event, not being a Participant.
Participating Company	A company or institution that or which has registered one or more Participants for participation in the Event in a manner permitted by the Organizer.

These terms and conditions are an inseparable part of the agreement.

2. Participation

- 2.1. Participation in the Event is only possible if the registration form is filled out completely and truthfully, the registration fee has been paid and the Participant has agreed to the general terms and conditions. In addition, the Participant is responsible for the accuracy of his/her personal data when participating in the race compartment. In case of inaccuracies, the Participant is responsible for notifying this by e-mail at the latest three weeks prior to the event.
- 2.2. The Participant may only participate in the Event if this natural person has reached at least the minimum age of 18 years set by the Organizer on the day of the Event. A Participant who has reached the age of 6 on the day of the Event, but has not yet reached the age of 18, may register for the Family Run 2 or 4 kilometers, with the consent of his parent or legal guardian. A Participant who has reached the age of 12 on the day of the event, but has not yet reached the age of 18, may register for Young Gangsters with the consent of a parent or his legal guardian.
- 2.3. The Organizer is permitted to ask for the age/start number of the Participant prior to and/or during the Event. If after verification it appears that the Participant does not meet the minimum age, the Organizer is permitted to remove the Participant in question from the course.
- 2.4. When participating in the Family Run with participants under 12 years old, it is mandatory that one supervisor (18 years and older) per 3 Participants participates in this part. Please note that participants under 18 must have permission from a parent or legal guardian.
- 2.5. Participation in the Event is by the Participant personally. It is therefore not permitted to have another person take part in the Event instead of the Participant.
- 2.6. Transferring an Agreement to a third party is possible up to 5 days before the Event, after permission of the Organizer and against a fee of administration costs. The administration fee is €8. Transfer to another edition is not possible.
- 2.7. If an Event Participant is unable to participate in the Event, the paid registration fee will not be refunded. Also, in case of change of the distance for which has been registered, no entry fee or part of will be refunded. Changing to a higher distance is subject to payment of the difference to the price of the higher distance.
- 2.8. The Participant agrees to pay the entry fee including ordered extras, regardless of actual participation.

- 2.9. The Organizer may decide to terminate, suspend or neutralize the Event early on the basis of exceptional circumstances. The Organizer may also decide based on exceptional circumstances to change the route or distances to be covered. In such cases there will be no refund of the entry fee.
- 2.10. A decision by the Organizer to cancel the Event does not give rise to liability for reimbursement of costs incurred by the Participant.
- 2.11. The Participant must at all times follow instructions of the staff or volunteers of the Event.
- 2.12. The Participant is prohibited from participating on footwear with studs/spikes.
- 2.13. The Participant declares not to undertake any commercial activities on behalf of the Organizer without the express permission of the Organizer.
- 2.14. The Participant/Visitor must behave as a reasonably acting Participant/Visitor. The Participant/Visitor and any other person entering the terrain must strictly follow the Terms and Conditions, House Rules, further warnings, directions and (safety) instructions of the Company. The Company may make interim and unilateral reasonable changes to the House Rules.
- 2.15. In the event of non-compliance with the Terms and Conditions, House Rules (to be found at www.ijzerenman.nl), further warnings, directions, (safety) instructions and in the event that a Participant/Visitor causes a nuisance, endangers himself/herself or others or deals with nature and the environment in an irresponsible manner, the Company shall have the right to exclude the Participant/Visitor from further participation and to deny him/her access to the grounds, means of transport or accommodation. If a warning is appropriate given the circumstances of the case, a verbal or written warning will first be given before proceeding with exclusion from participation or denial of use or access. The Participant is not entitled to a refund of monies.
- 2.16. It is not permitted to bring pets onto the terrain, unless the Company has given prior express permission. The Company may attach conditions to bringing a pet.
- 2.17. Objects found by a Participant/Visitor must be handed in immediately to Representatives of the Company. Found objects lost by a Participant/Visitor must be retrieved by the Participant/Visitor within 7 days. Upon request and at the expense and risk of the Client or Participant/Visitor, items may be sent to the Participant/Visitor after payment for postage has been received. The Company is under no obligation to ship found objects.
- 2.18. Bringing or consuming your own food and drink on the Terrain is prohibited, unless other arrangements have been made.
- 2.19. For safety reasons, the Organizer is permitted to operate cut off times during the Event at which the Participant is required to leave the course. The Participant is obliged during the Event to comply with this notice from the Organizer. The Organizer reserves the right to escort the Participant(s) to a shortened distance or finish if cut off times at split points are exceeded. The actual cut off time at a split differs per distance with a minimum speed of 4km/hour as standard. It is assumed that the Participant may run a maximum of 4 hours over the 14 km and 2.5 hours over the 8 km. When applying a cut off time, the Event does not owe any compensation to the Participant.

3. Liability

- 3.1. Participation is entirely at your own risk. Participant is not obliged to take obstacles set out on the course by the organization and is free at all times to decide to discontinue his/her participation without giving reasons. Participant accepts the possibility of damage he/she may suffer as a result of taking the obstacles and must be aware of the dangers and risks of participation at all times. The Organizer is not liable for any damage, however called, that the Participant may suffer as a result of the Participation, unless such damage is the direct result of willful intent or gross negligence attributable to the Organizer. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death. Hereby the ability to swim at a water related obstacle is a requirement and Participants with a pacemaker and/or other heart conditions are not allowed to face obstacles with current.
- 3.2. If, notwithstanding the provisions of the first paragraph of this Article, the Organizer's liability for damages suffered by the Participant must be assumed, the Organizer's obligation to compensate such damages shall be limited to a maximum of the amount paid by the Organizer's insurer in respect of such damages.
- 3.3. The Participant must be adequately insured against the risk of damage he or a surviving relative may suffer as a result of death, injury or illness caused by his participation in the Event.
- 3.4. The Participant declares himself familiar with the fact that participation requires good health in both mental and physical sense, and declares that he meets this requirement and that he will have adequately prepared for the Event through training and otherwise. The Organizer expressly and urgently advises the Participant to undergo a sports medical examination in connection with participation in the Event.
- 3.5. The Participant indemnifies the Organizer for damages suffered by third parties as a result of acts or omissions attributable to the Participant in relation to the Event. The Participant must be adequately insured against the risk of liability for such damages.
- 3.6. The Participant is furthermore aware of the fact that (large) parts of the course take place in forests, (un)level paths and/or other off-road terrain, where the chance of injuries is present due to slipperiness, tree roots, stumps, branches or other natural objects and the fact that the Organizer cannot be held liable here.
- 3.7. Sponsors/Partners of the Event and the municipality(s) in which the Event takes place are excluded from liability on the same footing as the Organizer.
- 3.8. The Organizer is not liable for loss, theft or damage to property.
- 3.9. Fitt-Recreatie BV shall only be liable for a failure attributable to it, so far as such liability has not been expressly excluded or limited in these general terms and conditions. The total liability of Fitt-Recreatie BV is in any case limited to compensation of the direct damage (excluding indirect damage) and can never exceed the value of the service rendered, being the registration fee.
- 3.10. COVID-19 is a highly contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attendance at the event is entirely voluntary and at the participant's own risk, and implies acceptance of the risks related to exposure to COVID-19 or other contagious disease, which is defined as any disease caused by an infectious and/or toxic substance that occurs through direct or indirect transmission of this substance by an infected person or other living organism or by property. The organizer is not liable in case of contracting contamination by COVID-19 or other disease as a result of participation in or presence at the event.

- 3.11. In case the organizer cannot allow the event to proceed due to epidemic or pandemic (such as COVID-19 and any new outbreaks thereof) and/or urgent governmental measures ("force majeure"), the registration will be automatically transferred to the new date or to the next edition of the event.
 - 3.12. In case of cancellation of the event by Fitt-Recreation BV, outside of force majeure, the tickets will be exchanged for tickets for a new/next edition of the event or another event of Fitt-Recreation BV. Any other costs incurred in connection with the event, such as service and administration costs and any extras (such as merchandising, T-shirts, training schedule, charity,...), among others, will not be refunded.
4. Port Law
 - 4.1. Participant grants in advance permission to the Organizer and its partners for publication of photographs and visual material and the like taken during or around the Event, on which the Participant is visible.
5. Personal data
 - 5.1. The personal data provided by the Participant will be recorded by the Organizer in a file. By entering into the Agreement the Participant grants the Organizer permission to use the personal data for sending information to the Participant and for providing the personal data to the Organizer and its partners for sending information to the Participant. The Participant is permitted at any time to object, free of charge, in writing or by email to the sending of information by the Organizer or to the provision of personal data, whereupon the Organizer will discontinue such sending or provision respectively. By entering into the Agreement the Participant grants the Organizer permission to publish his name and competition results, for example through publication in newspapers and via the Internet. As well as the use of the images and recordings referred to above in Article 4, for example for marketing purposes by means of publication in promotional photos, videos and/or posters, in newspapers and via the Internet. The Organizer's Privacy Statement also applies to the processing of personal data by or on behalf of the Organizer.
 - 5.2. The Participant is responsible for the correctness of his/her personal data when participating in the starting section. In case of inaccuracy, the Participant is responsible for changing this in writing via info@Breakoutrun.nl at the latest three weeks prior to the event.
6. Dispute Resolution
 - 6.1. Disputes between the Organizer and the Participant will be settled by arbitration to the exclusion of the civil court, in accordance with the regulations of the Netherlands Arbitration Institute.
 - 6.2. All disputes arising from these general terms and conditions, each Agreement, as well as the resulting agreements, and participation and/or attendance at an Event, will in the first instance be settled exclusively by the competent court in Oost-Brabant.
7. Validity
 - 7.1. Should one or more articles of these terms and conditions be null and void or illegal for whatever reason, this shall not affect the validity of the other parts of the terms and conditions.



8. Additional tickets

- 8.1. Parking tickets and Visitor tickets can only be turned in on the days of the event. It is not possible to turn in these tickets any other time or edition. No refund will be made on the purchase of these extra tickets under any circumstances.

9. Remarks and complaints

- 9.1. Remarks should be submitted through one of the channels mentioned in the heading. Fitt-Recreatie BV will make every reasonable effort to deal with any comment within 10 days after receipt via one of the above mentioned channels. If this is not possible, the participant will also be notified and an alternative timeframe will be proposed.

10. Applicable law

- 10.1. These general terms and conditions, each Agreement, as well as participation and/or attendance at the Event and all resulting rights and obligations, shall be governed exclusively by Dutch law.