

Participant Agreement

1. definitions

The participants in the sense of this agreement are the skipper and the registered crew of a participating yacht. Organizer is the Agora direct MidsummerSail GmbH.

2. disclaimer

Any liability on the part of the organizer, regardless of the legal grounds, for property damage, financial loss and personal injury of any kind and their consequences, which the participant suffers during or in connection with participation in the event as a result of conduct on the part of the organizer, its representatives, vicarious agents or representatives, is limited to damage caused intentionally or by gross negligence.

The aforementioned limitation of liability shall be deemed a genuine contract for the benefit of third parties accordingly in the relationship between participants and third parties which the organizer uses in the performance of its duties, in particular in the relationship with employees (workers and staff), representatives, vicarious agents, sponsors and persons who provide, drive or assist in the use of towing, securing or recovery vehicles, as well as all other persons acting on behalf of the organizer in connection with the implementation of the event.

3. obligation of the skipper

The organizer is not liable for decisions made by the skipper. It is the sole responsibility of the skipper to observe the maritime and other legal regulations as well as the rules of proper seamanship and the valid racing rules within the framework of the boat's operation and to avert damage from his crew and third parties.

Likewise, the decision to participate in the race, to continue it or to break it off prematurely is solely incumbent on the skipper in relation to the organizer.

4. GDPR

With the formal registration for the regatta, the participants agree that the organizer may publish the names of the participating boats and crews, as well as photos and videos provided by the crews for publication on the website www.midsummersail.com, or which the organizer has commissioned or produced himself.

The organizer is entitled to make the names and the provided photo material available to third parties, especially in social media (facebook, vimeo, youtube, instagram) and the press, in the context of promotion and reporting.

Data collected in the course of registration will only be used to fulfil the contractual purpose of the registration. They will only be passed on to third parties to the extent that this is stated here.

The stored data will be deleted as soon as the purpose of the storage is fulfilled and legal regulations do not prevent the deletion. Legal regulations in this sense can be e.g. legal storage obligations.

5. GPS tracker

The loss or rental arrears of the GPS tracker will be replaced by the participant.

The rental contract between the organizer of MidsummerSail and the distributor of the tracker is the basis for the replacement.

6. German law

The law of the Federal Republic of Germany shall apply in all matters.

I agree with the above regulations:

participant _____ Place, date _____

yacht _____ signature _____