



Between

**Wintersport Tirol AG & Co. Stubaier Bergbahnen KG, Mutterberg 2, 6167 Neustift**

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**authorised to dispose** of the ski area

and

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(Name of the race organiser, the club, the working partnership, the company, the ski school, the private organiser - hereinafter referred to as the **organiser**)

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(Contact person, e-mail-address, mobile phone number)

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(Street, country code, post code and place of the organiser)

the following

**agreement**

is concluded:

1. The period of validity of this agreement is limited as follows:

**Start of ski operations in autumn 2023 to the end of ski operations in spring 2024**

The organiser is permitted to organise a sporting competition in the form of a timed or training run (hereinafter referred to as "event") during the above-mentioned period after prior registration at the Eisgrat Information Centre.

2. The organiser expects approx. \_\_\_\_\_ active participants and approx. \_\_\_\_\_ passive coaches at the event.
3. The party authorised to disposed of the ski area shall make a designated training line available to the organiser for the implementation of the above event and for the duration of the same. In case of full occupancy of the designated tracks/runs, no allocation of a training line/race track can take place.
  - 3.1. **Allocation and administration are carried out exclusively by the Eisgrat Information Centre. Training can only be carried out if the snow and piste conditions are appropriate.**
  - 3.2. **The party authorised to dispose of the ski area does not give a binding commitment for the reserved training pistes if atmospheric reasons (no/too little snow, icy pistes...) do not permit any training operation or the training offer is generally only available to a limited extent. For safety reasons, the party authorised to dispose of the ski area can make changes to the allocated pistes/areas at short notice that are not previously announced!**

- 3.3. The party authorised to dispose of the ski area reserves the right to exclude the group from the training without replacement in case of abuse of the agreement, the points listed on the Short List, not showing up at the reserved date, false information of the number of persons or repeated admonitions in case of incidents (yellow/red card).
- 3.4. The party authorised to dispose of the ski area informs the organiser for the event mentioned above, for the terrain envisaged, that the holding of winter sports/skiing events is in principle not covered by the dedication of the site for public winter sports/public skiing and that winter sports events may therefore only be held on pistes or parts of pistes on which public winter sports/ public skiing are not held at the same time.
- 3.5. The spatial limitation of the area made available for the event (the race/training) will be determined on site by the respective responsible representative of the cable car/lift company authorised to dispose (managing director, operations manager, piste manager or similar). The guest or the guests of the public winter sports/public skiing will be made aware of the closure of the affected piste area by the party authorised to dispose of the ski area (cableway/lift company).
4. The organiser of the timed or training run is solely responsible for the course, the organisation and the security of the event as well as the respective event site. In particular, the organiser is responsible for the following obligations:
- 4.1. For safety reasons, at least one supervisor must remain with the team members in the queuing areas, especially at the valley stations, in order to ensure safety and order. Reckless behaviour will result in the exclusion of the entire team without compensation. Priority is given to the safety and order of the cable car facilities.**
- 4.2. The event is to be restricted exclusively to the allocated pistes or piste sections resp. as well as to the above-mentioned period of time.
- 4.3. The organiser is responsible for the appropriate protection of the race/training course against spectators, uninvolved persons and all other winter sports enthusiasts/skiers.
- 4.4. The event site must be secured in such a way that persons not participating in the event are not jeopardised by the dangers of any kind arising from the event.
- 4.5. The event area, including the area intended for spectators, must be clearly demarcated from the parts of the piste dedicated to public skiing and marked in such a way that both active or passive event participants and piste users not participating in the event can clearly see how far the event area extends or which area is intended for this purpose.
- 4.6. The organiser shall take the usual and adequate safety precautions for events of the type planned and necessary to ensure the physical safety of all active or passive participants as well as third parties not participating in the event.
- 4.7. After the end of the race/training, the organiser must remove all gate poles, barriers and other obstacles (e.g. broken gate poles, timing cables, etc.) so that the pistes/course can again be used safely by the winter sports enthusiasts/piste users.
- 4.8. The coach or training leader is responsible for his/her section of the piste during training. The party authorised to dispose of the ski area does not assume any liability for damages of any kind.

- 4.9. Each coach leading a line is responsible for ensuring that there is sufficient distance to the runners starting on the left and right.
5. The organiser undertakes to comply with the Short List.
6. The organiser confirms with his/her signature:
  - 6.1. to have the necessary expertise to fulfil the obligations set out above.
  - 6.2. to comply with the obligations set out above.
  - 6.3. to indemnify the party authorised to dispose of the skiing area (cableway/lift company) against all claims made against it in regard to the holding of the above-mentioned event.
  - 6.4. to have received, read and understood the information letter and the Short List of the authorised party to dispose of the ski area.
7. to have read and understood the [FIS rules](#).
8. A separate agreement shall be concluded, if applicable, on the compensation of any costs incurred by the party authorised to dispose of the ski area (cableway/lift company) (provision of materials, preparation, transport of persons, etc.).
9. The organiser expressly declares that it has all the necessary permits and authorisations to hold the event.
- 10. Attention: On the following weekends no afternoon training is possible on the training slope 7R. The gate runs are to be cleared and the runs slipped down by 12:00 noon of the respective team without exception! (21+22 Oct. / 27+28 Oct. / 4 + 5 Nov. / 11 + 12 Nov.)**
11. Data privacy policy: The responsible person agrees on behalf of the club that the disclosed club and personal data will be used for purpose-related info mails and for the training info TV at the valley stations.

### **Data privacy statement**

For the purpose of contract fulfilment and the implementation of pre-contractual measures, the personal data (in particular address, telephone number, e-mail) of the contractual partners from the contracts are processed and stored automatically. Without this data, we, Wintersport Tirol AG & Co. Stubaiier Bergbahnen KG cannot conclude contracts.

Data shall only be transmitted to third parties insofar as it is necessary for the fulfilment of the contract, for the fulfilment of tax law and other legal obligations and for the determination of the traceability of the delivered products vis-à-vis contractual partners.

All data from the contractual relationship will be stored until the expiry of the tax expiry period (7 years). The data processing is carried out on the basis of the legal provisions §96 par. 3 TKG as well as Art 6 par. 1 lit. a (consent) and/or lit. b (necessary for the fulfilment of the contract) of the GDPR.

Upon written request, Wintersport Tirol AG & Co. Stubaiier Bergbahnen KG will inform at any time about the stored data. If any data stored by us is incorrect, it will be corrected immediately upon written notice and the person concerned or the contractual partner will be informed thereof. If a contractual partner no longer wishes their data to be processed by

Wintersport Tirol AG & Co. Stubaier Bergbahnen KG, the partner can inform us of this in writing without delay. We, Wintersport Tirol AG & Co. Stubaier Bergbahnen KG will delete all data immediately and will inform the person concerned or the contractual partner thereof. Should there be compelling legal reasons conflicting with a deletion, the person concerned, or the contractual partner will be informed immediately. Enquiries and notifications to: Wintersport Tirol AG & Co. Stubaier Bergbahnen KG | Mutterberg 2 | A-6167 Neustift oder [info@stubaier-gletscher.com](mailto:info@stubaier-gletscher.com)

### **Declaration of consent**

I agree that my personal data, namely name, address, telephone/fax number, e-mail, VAT number can be processed electronically and that information and advertising can be sent to me by post, WhatsApp, e-mail.

I am aware that I can revoke this consent at any time ([info@stubaier-gletscher.com](mailto:info@stubaier-gletscher.com) or Wintersport Tirol AG & Co. Stubaier Bergbahnen KG | Mutterberg 2 | 6167 Neustift), so that processing of my data after revocation for the stated purpose is not permitted.

☐ I agree.

☐ I don't agree.

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Place, date

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Organiser: stamp, signature

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Party entitled to dispose of the ski area/  
Lift company