

TRAINING AGREEMENT

Concluded between the Schmittenhöhebahn AG and the association/team/club/ski club/company, hereinafter referred to as the 'organizer'. This training agreement is considered fully accepted and acknowledged by the organizer by manually ticking a digital box in the online form.

- I. The GTC of the Schmittenhöhebahn AG also apply to this agreement (schmitten.at/AGB). In the event of contradictions between the GTC and the present agreement, the present agreement takes precedence.

The Schmittenhöhebahn AG provides a training ground inside and partly outside of the secured ski area in the 'Schmitten' area to the organizer upon request and subject to availability for training runs in the sports of alpine skiing or snowboarding.

The training ground is allocated by the slope service and may not be moved or extended in any unauthorised way. The instructions of the slope service must be followed without exception. In case of non-compliance, the Schmittenhöhebahn AG expressly reserves the right to refuse the further use of the designated section of the slope by the organizer.

The Schmittenhöhebahn AG accepts no liability for accidents involving trainers, supervisors, racers and third parties in connection with training runs based on a contract with protective effect in favour of third parties. In addition, the following applies: Liability for damage caused by slight or gross negligence, apart from damage to persons, exists only to the extent and up to the amount covered by the liability insurance of the Schmittenhöhebahn.

The organizer declares to assume full and exclusive liability for securing the training ground from the public slope and the open ski area, as well as for the safety of the training team and the trainees. Therefore, the organizer exclusively is responsible for the proper setup of the training course and the training operations. This responsibility also applies to the organizer in the internal relationship between several groups training in the training area.

At all, this responsibility includes all safety measures (atypical hazards) within the training area, e.g. sufficient distance between runners starting on the left and right, around demarcations and safety barriers and in possible fall areas. At the end of each training session, the organizer must remove any goalposts, measuring equipment and other aids placed along the training course without exception and store them at a safe place.

The organizer is responsible for taking suitable precautions and monitoring to ensure that general public skiers do not enter the training area and thereby endanger racers and themselves.

As part of his own responsibility, the organizer is made aware of the particular risks (altitude, wind, visibility, etc.) in connection with training in our ski area in general, and particularly in the case of training in the open ski area.

- II. When using the cable cars and lifts of the entire ski area, the organizer, the coaches and supervisors as well as the trainees do not have any privileges over the general public skiers. On the public slopes the FIS rules must be observed.

When using the drag lifts, the drag lift track may only be left at the top station. It is strictly prohibited to leave the track on the open stretch between the bottom and top station - for example at the level of the allocated training ground.
- III. In the event that the Schmittenhöhebahn AG is held liable by anyone for any damages caused in connection with training operations or any of the organizer's equipment or facilities, the organizer must hold the Schmittenhöhebahn AG harmless and indemnify.
- IV. Trainers, supervisors, officials and all other persons associated with the organizer are considered vicarious agents of the organizer. They are personally responsible for compliance with the safety obligations incumbent on the organizer as part of the training operation and in the context of this agreement. Their behaviour is attributed to the organizer, so that the organizer is liable for their fault as for his own. The trainer/supervisor/official and all other persons are jointly and severally liable to the Schmittenhöhebahn AG with the organizer.
- V. The agreed place of jurisdiction for all disputes between the contracting parties arising from this agreement, is the competent court for the registered office of the Schmittenhöhebahn AG. Verbal agreements deviating from this agreement are invalid.
- VI. The person in charge is authorised on behalf of the association and agrees that the association and personal data disclosed and provided may be used for purpose-related information (e-mail or letter).



We use the personal data you have provided (name, address, telephone number, e-mail) exclusively to maintain business contact (Art. 6, para. 1 lit.b GDPR) and to transmit general information about our current services, prices, weather, etc.

The transmission of information is based on Art. 6 para. 1 lit. b GDPR, as there is a common interest in receiving or passing on this information.

More information on data protection you can find on our website at www.schmitten.at.

If you are no longer interested in receiving information, you have the right to withdraw your consent at any time in accordance with Art. 21 GDPR and Section 107 TCA. In this case, we kindly ask you to inform us by e-mail: infocenter@schmitten.at