

Training Agreement

between the **Gletscherbahnen Kaprun Aktiengesellschaft**, hereafter referred to as “**GBK**”, and the **Association / Team / (Ski) Club / Company**, hereafter referred to as “**Organizer**”. This Training Agreement shall be deemed to be fully agreed by the Organizer by placing the digital check mark in the online form.

Credit card pre-authorization & cancellation policy for the reservation of training grounds

- › The reservation of training grounds has to be made – for fall until late June / for spring until January, of the same year respectively.
- › In order for a training ground reservation to be binding, a **pre-authorization hold of EUR 200.00** has to be placed on your credit card by the GBK. Leaving a deposit in cash or via bank transfer is not possible. Find the **Payment Link** for the credit card pre-authorization in the document “Reservation Confirmation” that you will receive by email from the GBK after submitting the completed online reservation form.
- › The credit card pre-authorization hold of EUR 200.00 has to be placed, for the reservation of training grounds until late June and to be kept active until late December of the same year.
- › A credit card pre-authorization is not required for on-site reservations of training grounds for one day, for on-site reservations of training grounds for more than one day, a credit card pre-authorization via the Payment Link is required.
- › The following cancellation conditions apply:
 - › In case of cancellation within less than 5 days before the agreed training commencement date,
 - › In case of early departure without legitimate reason,
 - › In case of no-show,
 the pre-authorization hold of EUR 200.00 on your credit card will be withdrawn by the GBK.

I.

The agreement at hand is also subject to the GBK General Terms & Conditions (www.kitzsteinhorn.at/en/gtc). In the event of discrepancies between the GTC and the agreement at hand, the agreement at hand shall take precedence.

In accordance with the Organizer’s requirements and subject to availability, the GBK provides the Organizer with training grounds inside and, in some cases, outside the secured ski areas of the “Kitzsteinhorn” ski resort for the purposes of conducting training sessions in the sporting disciplines of alpine skiing, snowboarding, skibobbing and freestyle.

The precise training ground is allocated by Slope Services (“Pistendienst”) and may in no way be relocated or expanded without authorization. All directives given by Slope Services must be followed without exception.

The GBK accepts no third-party contractual liability with respect to accidents involving trainers, support staff, racers and third parties in connection with training sessions. Furthermore, the following shall apply: Any liability for damages caused by slight or gross negligence, with the exception of those affecting persons, exists only to the extent and to the amount foreseen by the liability insurance coverage held by the GBK.

The Organizer declares that he accepts full and exclusive liability for safely securing the training grounds from those slopes used by the general public as well as open ski areas, as well as for the safety of the training team and trainees. Accordingly, the Organizer is solely responsible for proper layout of the training ground, for installation of appropriate, clearly visible demarcation and safeguards with respect to slopes used by the general public (e.g. for speed training), for the maintenance and monitoring of safety features, the training ground as well as training operations. This responsibility is likewise borne by the Organizer with respect to the internal relationship between multiple groups training within the training ground. This sole responsibility encompasses absolutely all safeguarding measures (atypical hazards) within the training ground, e.g. sufficient distance between racers starting on the left and right, demarcation, and safety features as well as those areas where falls are possible.

Upon conclusion of any and all training sessions, the Organizer shall remove and relocate to an area that poses no hazard all slalom poles, measuring devices and other training aids without exception.

The Organizer shall ensure that the general skiing public will not enter the training ground, thereby potentially endangering racers as well as themselves, by taking all appropriate preventive and monitoring measures.

With further reference to the sole responsibility borne by the Organizer, attention is drawn to the heightened risks associated with training in a glacier ski area in general, and with open ski areas in particular (elevation, wind, visibility, glacial crevasses etc.).

II.

When using cable cars and ski lifts throughout the ski area, the Organizer, trainers and support staff as well as trainees enjoy no privileges with respect to the general skiing public. On public slopes, FIS rules must be obeyed at all times.

When using tow lifts, the tow track may only be left once the mountain terminal has been reached. Leaving the tow track at any open point between the valley station and mountain terminal – for example, when reaching the same elevation as the allocated training ground – is strictly prohibited.

III.

Should any claims be directed towards GBK by whomsoever for damages which occur within the context of the Organizer's training operations, training facilities or equipment, GBK shall be indemnified and held harmless by the Organizer.

IV.

Trainers, support staff and officials are deemed to be proxies of the Organizer. They are personally responsible for compliance with the safety obligations within the scope of training operations and as addressed within this agreement which are incumbent upon the Organizer. Accountability for the appropriate behavior of the aforementioned persons is borne by the Organizer, meaning that the Organizer will bear responsibility for their culpability as he does for his own. The trainer/support person/official bears joint responsibility with the Organizer with respect to GBK.

V.

Jurisdiction over any and all disputes between the contractual parties resulting from this agreement is stipulated to be the competent court whose jurisdiction encompasses the corporate headquarters of GBK. Oral agreements that diverge from this agreement are invalid.

VI.

The responsible person is authorized to represent the association and consents to association and personal data which has been provided being used for related purposes (emails or letters).

The personally identifiable data (name, address, mobile number, email) which you have supplied to us will be used exclusively to maintain business contact (Art 6 par 1 lit b GDPR) as well as to provide general information about our current services, prices, weather etc.

Information is shared on the legal basis of Art 6 par 1 lit f GDPR, since a joint interest exists in the receipt and sharing of said information. Further details about our data privacy policy may be found on our website www.kitzsteinhorn.at.

If you are no longer interested in receiving information, you have the right to revoke your consent at any time pursuant to Art 21 GDPR as well as § 107 of the TKG ("Telekommunikationsgesetz"). Should this be the case, we request that you inform us by email: office@kitzsteinhorn.at.