

# Conditions of participation

(1) "Bocholt wandert" (hereinafter referred to as the event) is organised by Wirtschaftsförderungs- und Stadtmarketing Gesellschaft Bocholt mbH & Co. KG (hereinafter referred to as "Organiser"). The registered office is as follows: Wirtschaftsförderungs- und Stadtmarketing Gesellschaft Bocholt mbH & Co. KG, Osterstraße 23, 46395 Bocholt.

(2) The sole contractual partner of all participants is Wirtschaftsförderungs- und Stadtmarketing Gesellschaft Bocholt mbH & Co. KG.

(3) A participant is a natural person who takes part in Bocholt Wandert.

(4) An interested party is a natural person who wishes to take part in Bocholt hikes.

## **§1 Scope of application**

(1) These conditions of participation regulate the legal relationship (organisation contract) between a participant and the organiser.

(2) The organisation contract is concluded when the participant has purchased his/her participation ticket via the ticket website [www.bocholt-gutschein.de/tickets](http://www.bocholt-gutschein.de/tickets) or at the Bocholt Tourist Information Office.

## **§2 Conditions of participation and health of the participants**

(1) The organiser publishes the conditions of participation on the website ([www.bocholt.de/bocholtwandert.de](http://www.bocholt.de/bocholtwandert.de)) and only invites natural persons to participate who, according to their subjective perception, are in the physical and mental condition to perform such a sporting feat. It is also clearly communicated that every participant can drop out early and, if possible, stay and hike in groups. Participants who are not in perfect physical condition and also have mental problems are clearly advised not to take part. Every participant must have a certain basic level of fitness and is responsible for themselves and their own well-being.

(2) By registering with "Bocholt hikes", the participant confirms on his/her own responsibility that he/she fulfils the health requirements for participation. If necessary, the participant should (in case of uncertainty) have the health requirements checked and confirmed by a medical specialist.

3) To participate in "Bocholt hikes", the natural person must have reached the age of 18 at the start of the event or be accompanied by their legal guardian.

A person who is under 18 years of age at the start of the event and is not accompanied by a legal guardian may participate in Bocholt hikes if the "Declaration of consent to participation for minors up to 18 years of age and waiver of liability" is signed by themselves and their legal guardian(s) and sent to the organiser in advance by email to [schmitz\(at\)bocholt-stadtmarketing\(dot\)de](mailto:schmitz(at)bocholt-stadtmarketing(dot)de). In addition to the declaration of consent, copies of the identity documents of the signing legal guardian(s) must also be submitted. Registration can only be made by e-mail at [schmitz\(at\)bocholt-stadtmarketing\(dot\)de](mailto:schmitz(at)bocholt-stadtmarketing(dot)de) and

not via the online ticket platform. The organiser recommends that participants under the age of 18 are accompanied by at least one parent or guardian.

**You can find the consent form here:**



## Bocholter Wandertag 2024 | Bocholt wandert

### Einverständniserklärung Teilnahme Minderjähriger

Ich, \_\_\_\_\_  
(Name der erziehungsberechtigten Person),

wohnhaft in \_\_\_\_\_  
(Adresse der erziehungsberechtigten Person),

erkläre hiermit, dass ich als erziehungsberechtigte Person

für mein minderjähriges Kind, \_\_\_\_\_ (Name des minderjährigen Kindes),

geboren am \_\_\_\_\_ (Geburtsdatum des minderjährigen Kindes), einwillige in die unten aufgeführte Aktivität:

**Aktivität:** Bocholter Wandertag „Bocholt wandert“

**Datum:** 22.09.2024

**Uhrzeit:** 8:30 – 17:00 Uhr

**Veranstalter:** Wirtschaftsförderungs- und Stadtmarketing Gesellschaft  
Bocholt mbH & Co. KG

**Ort:** Ausgewiesene Wanderstrecke \_\_\_\_\_ km Wanderung (bitte eintragen!) rund um Schloss Diepenbrock (Bocholt-Barlo)

Ich erkläre hiermit, dass mein minderjähriges Kind ohne Begleitung einer erziehungsberechtigten Person daran teilnehmen darf.

Ich übernehme die volle Verantwortung für mein Kind während der Aktivitäten und werde sicherstellen, dass die geltenden Sicherheitsmaßnahmen und Vorschriften eingehalten werden.

Des Weiteren erkläre ich, dass ich den Veranstalter / die Organisatoren der Aktivität von jeglicher Haftung oder Verantwortung entbinde, die sich aus der Teilnahme meines Kindes an der Aktivität ergeben könnten.

Diese Einverständniserklärung ist gültig für den Veranstaltungstag 22.09.2024.

Ort: \_\_\_\_\_ Datum: \_\_\_\_\_

\_\_\_\_\_  
Unterschrift der erziehungsberechtigten Person

\_\_\_\_\_  
Name der erziehungsberechtigten Person

\_\_\_\_\_  
Name des minderjährigen Kindes

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(4) The registration fee for participation in "Bocholt hikes" is charged for the organisation of the route, refreshment stations, the distribution of refreshments, the provision of paramedics at the refreshment stations and the issuing of hiking passes. It should also be noted that the StVO applies to every event.

### §3 Personal rights and data protection

The data protection regulations of the city of Bocholt apply to the event([www.bocholt.de](http://www.bocholt.de)).  
[↗](#).

### § 4 Exclusion of liability

(1) The organiser is not liable for the consequences of health risks in the person of the participant.

(2) The organiser accepts no liability for items stored free of charge by participants and other spectators.

(3) If the organiser is obliged and entitled to change or cancel the event in cases of force majeure (e.g. official order, severe weather, terrorist threat, fire), there is no entitlement to a refund of the registration fees (tickets) and there are also no claims for damages.

(4) The organiser is not liable for damages resulting from injury to body, life or health.

(5) Participation is at the participant's own risk.

(6) By registering for "Bocholt hikes", the participant agrees that photographs and/or film recordings may be made of the participants during the event and may be used for subsequent publications and marketing purposes as part of "Bocholt hikes". In the case of children and young people under the age of 16, parental consent is also deemed to have been given with the registration of their child. The participant can revoke his/her consent at any time. This can be done verbally on the day of the event or in writing to [schmitz\(at\)bocholt-stadtmarketing\(dot\)de](mailto:schmitz(at)bocholt-stadtmarketing(dot)de) with reference to the relevant recordings.

### §5 Limitation of liability

(1) Participants' claims for damages or reimbursement of futile expenses shall be governed by the provisions of §4 of the Conditions of Participation.

### §6 Cancellation

In accordance with § 312 g BGB, event registrations cannot be exchanged or returned.

### §7 Route

The organiser reserves the right to change the specified walking route at any time. Reasons for this could be municipal requirements, weather conditions or better planning possibilities. Possible changes will be communicated by e-mail or via the booking system.

### §8 Exclusion from the event

The organiser reserves the right to exclude participants who do not behave responsibly from "Bocholt hikes" before and during the event. Possible reasons for this may include: inadequate equipment, alcohol consumption, drug use, injuries, environmental pollution and endangering others.

German law applies.

The place of jurisdiction is Bocholt.