

Regulations for the KYIV EURO MARATHON 2020

Regulations for the KYIV EURO MARATHON 2020 (hereinafter, “Event”) have been compiled taking into consideration:

- Charters and Regulations of the International Association of Athletics Federations (hereinafter “IAAF”)
- Charters and Regulations of the European Athletic Association (hereinafter “EAA”), Ukrainian Athletic Federation (hereinafter “UAF”), Kyiv Athletic Federation (hereinafter “KAF”)
- Rules of Athletic Competitions approved by the 2015 Congress of the IAAF

GOALS OF THE COMPETITION

KYIV EURO MARATHON 2020 is conducted with a view of:

- Celebrating Europe Day in Ukraine
- Strengthening Ukraine’s reputation of a tourist-attractive country
- Promoting healthy lifestyle and engaging people in regular physical activity and exercises
- Development of mass sports in Kyiv and Ukraine
- Promoting sporting achievements in long distance running

COMPETITION MANAGEMENT

Overall management of preparing and running the competition is conducted by the “Top Runners” NGO.

Kyiv Athletic Federation manages the officiating and supervises observance of the rules and regulations of the International Association of Athletics Federations (IAAF).

Organizational assistance and the operation of utility services are provided by the executive body of the Kyiv City State Administration.

PLACE AND TIMING OF THE COMPETITION

- The date and time of the competition: May 10, 2020, 9:00 am – 3:30 pm
- Competition route will run through the streets of Kyiv’s Pecherskiy, Golosiivskiy, Shevchenkiivskiy Districts. Start — “Olympic” NSC (55 Velyka Vasylkivska str.).

COMPETITION PROGRAM

Opening of the Start Camp: May 10, 2020, 7:00 am, 55 Velyka Vasylkivska Str., “Olympic” NSC, Kyiv.

Schedule of the starts:

- 9:00 am — marathon; time limit — 6 hours. The participants run 4 laps of the competition route.
- 9:00 am — marathon relay race; time limit — 6 hours. A team consists of 4 runners. 1 leg = 10.5 km.
- 09:15 am — half-marathon. Time limit — 2.5 hours.
- 09:30 am — EURO 5K. Time limit — 1 hour.
- 3:00 pm — closing of the marathon route.

Awarding the winners:

- 10:50 am — half-marathon — men.
- 11:00 am — half-marathon — women.

- 11:10 am — EURO 5K — men.
- 11:20 am — EURO 5K — women.
- 12:30 pm — marathon — men.
- 12:40 pm — marathon — women.
- 13:00 pm — marathon relay race.

COMPETITION PARTICIPANTS

- Any person aged 18 or older, who does not have medical contraindications for running the marathon distance (42.195 km), is permitted to participate in this run.
- Any person aged 16 or older, who does not have medical contraindications for running the half-marathon distance (21.097 km), is permitted to participate in this run.
- Any person aged 14 or older, who does not have medical contraindications for running 5 km and the marathon relay race, is permitted to participate in these runs.
- The participant's age is defined as the number of complete years as of date of race.
- Only runners, who have their KYIV EURO MARATHON 2020 starting numbers assigned to them, are allowed to run. It is forbidden to transfer the number to another participant.
- Each runner voluntarily participates in the competition, acknowledging all potential health risks during and after its conclusion.
- The participants take personal responsibility for their physical condition and ability to cover the distance of the competition.
- Each participant running the marathon (42.195 km) and half-marathon (21.097 km) distance must have a medical certificate or insurance.

REGISTRATION OF THE PARTICIPANTS

Registration of the participants will take place between July 10, 2019 and May 3, 2020, or until the limit of participants (set by the event organizers) is reached. The registration will take place solely through the official website <https://athletic-events.com>.

For the registration it is required to:

- Fill in a participant's form (register for a particular run)
- Read the Regulations and acknowledge a waiver of claim
- Pay an entry fee throughout 24 hours since the registration, but not later than May 3, 2020.

A confirmation letter containing the starting number will be sent to the e-mail address specified during the registration. Team leaders will get a promo code, which they should distribute among team members for registration.

If the registration fee is not paid within the specified term, the starting number will be revoked.

The payment for switching to other distance or changing the participant's data is 200 UAH.

The participants, who have registered but failed to participate for whatever reason, will not be refunded.

HANDOUT OF STARTER PACKAGES

- All participants will receive a starter package, which includes the starting number, a timing chip and promotional gifts from the sponsors of the event.
- The starter package is issued upon the availability of:
 - registration confirmation (either printed out or presented in digital form);
 - proof of identity;
 - medical certificate or insurance granting allowance for the participation in the marathon (42.195 km) or the half-marathon (21.097 km) (the certificate is not returned, copies are accepted only upon the availability of the original).

- The starter package cannot be issued in the absence of proof of identity, medical certificate or insurance.
- The time and place for the handout of starter packages will be announced not later than May 1, 2020.

PERFORMANCE LOGGING

- The participants' performance is logged by the MyLaps electronic timing system. Your performance will be logged at the start and finish positions as well as at the intermediate checkpoints.
- No starting number and timing chip — no performance results.
- Winners and medalists are determined based on their actual finishing, in accordance to the IAAF Rule 165.24 ("IAAF Competition Rules").
- Those participants who have their mobile phone number specified in the registration form will receive an SMS with their preliminary individual performance results.
- Preliminary results will be available at <https://athletic-events.com/>.
- The organizing committee cannot 100 % guarantee that participants receive their individual performance results in the following cases: a chip is attached incorrectly; a participant has beaten the distance with another person's chip; a chip has failed to operate in a large crowd; a chip is demagnetized.
- No logged time at the checkpoints results in disqualification.

OBJECTIONS AND CLAIMS

Objections

- A participant may file an objection concerning the medal places in the individual competition on the day of the event throughout 30 minutes after the preliminary results are announced.
- Objections are filed with the administrative office, addressed to the main referee and are processed by the officials, which include the main referee, the start-finish zone master referee and the chief secretary.
- Objections are considered only after a 200 UAH fee is paid. If the objection is upheld, then the costs will be refunded. If the objection is overruled, then the costs will not be refunded.

Claims

- A participant may submit a claim throughout 3 (three) days after the event's conclusion. Claims are sent to the e-mail address info@toprunners.org. When submitting a claim, please specify the following: First and last name (anonymous claims will not be processed); subject of the claim (what is the claim about); grounds for the claim (photographs, data from the personal time meter, subjective opinion etc.)
- Within 24 hours from receiving the claim, the committee prepares a formal reply, which is sent to the e-mail address, from which the claim was submitted.
- Only those claims, which cannot alter the competition results, are considered.
- Objections and claims are accepted only from the participants.

AWARDING

- 3 absolute winners among men and 3 absolute winners among women in the marathon distance are awarded cups and sponsors' gifts.
- 3 absolute winners among men and 3 absolute winners among women in the half-marathon distance are awarded cups and sponsors' gifts.
- 3 absolute winners among men and 3 absolute winners among women in the EURO 5K distance are awarded cups and sponsors' gifts.
- 3 absolute winners among men and 3 absolute winners among women in the Nordic Walking 5K distance are awarded cups and sponsors' gifts.
- The winning team of the marathon relay race is awarded cups and sponsors' gifts.

- Participants failing to present themselves at the award ceremony lose their prizes and may not claim them in the future.

RESPONSIBILITY

- ***All registered participants of the competition are solely responsible for their health and safety. Upon receiving the starter package, participants are required to sign a statement, according to which they release the organizers from the responsibility for their physical condition before the competition, for possible health risks during the competition, as well as for their physical condition after the competition (an example is enclosed). During the competition, medical services are provided by the ambulance team on watch ensured by the event organizers.***

- If required, medical services are available after finishing the distance. The participants seeking medical services may address the medical team either directly or via volunteers or organizers.

- If required, the medical team, organizers or referees are allowed to disqualify a participant from the distance (if he/she is obstructing other participants and violating the race regulations).

- Participants are required to follow the Traffic Rules of Ukraine and are solely responsible for their safety during their participation in the event.

- The participants run the full distance unaided and bear full responsibility for any risks arising from their participation in the competition.

- The starting number must be attached to the participant's chest and be clearly visible. Through the whole course of the distance it is forbidden to take off, fold or cover up the number or the sponsor's logo.

- Participants are required to run on track only, following the track markings.

- Participants are required to obey the requests of the organizers, referees, course marshals and inspectors, medical personnel. Failing to do so results in a disqualification.

- The participants confirm that they underwent regular health checks, are physically able to participate in the competition and do not have any medical contradictions.

- The organizers, sponsors and partners shall not be responsible for any injuries, harm or losses sustained by the participant before, during or after the competition.

- The starting fee, being a voluntary contribution, is a personal contribution in the organization, support and development of running competitions. In case that a participant cannot participate in the competition, fails to finish the distance or fails to meet the required time limit, the fee is not refunded.

- The Event will proceed under any weather conditions.

- By participating in the competition the participants confirm that they have read, understood and agreed with all the rules of conducting the event, the violation of which may lead to their disqualification.

INFORMATION

- Detailed information about the event can be found at <http://kyiveuromarathon.com/>.

- The organizing committee shall not be responsible for the information published in other media resources.

ORGANIZING COMMITTEE'S ADDRESS:

04071, Kyiv, Ukraine,

2A Verkhniy Val Str.

info@toprunners.org

094 821 92 20

Appendix No. 1

PARTICIPANT'S WAIVER AND RELEASE OF LIABILITY

BIB NUMBER _____

WAIVER OF DAMAGES AND/OR OTHER COSTS AND GRANT OF RELEASE

As a pre-condition for admittance to participation in any competition organised by TOP RUNNERS and any events relative thereto ("Events") and/or other activities, **I, the undersigned (full name of the participant)**

hereby acknowledge, understand and agree as follows:

1. Risks of trauma and/or death resulting from the activities relating to the Event are high and include, specifically, (I) infarction; (II) likelihood of long-term paralysis and/or death; (III) dislocation; (IV) strain; (V) fractures; (VI) burns and frostbite; (VII) overexertion syndrome; (VIII) injuries caused by motor vehicles; (IX) animal AND/OR insect bites; (X) contact with poisonous vegetation; (XI) accidents relating but not limited to running, walking, rowing, climbing, biking, ski and snowshoe marching, boat, lorry, motor car travel and travel by other means of transportation; (XII) drowning; and (XIII) near-drowning. All the above risks shall be deemed conditions precedent within the meaning of par. 1 of Article 212 of the Civil Code of Ukraine. Compliance with the rules set out in the Kyiv Euro Marathon 2020 (the "Event") Regulation, special equipment and personal discipline may reduce a risk of serious injuries AND/OR death; however, the same is not capable of preventing the existence of such risks.

2. HAVING FAMILIARISED MYSELF WITH THE EVENT REGULATION published on the Internet at <http://www.kyiveuromarathon.com>, I KNOWINGLY ASSUME AND ACCEPT ALL THE RISKS, including the risks set out in par. 1 above and any other risks that may arise during the Event, and assume full liability in connection with my participation in the Event and for any consequences on my health AND/OR life.

3. I hereby voluntarily agree to comply with the conditions of participations set out in the Regulation (according to the link in par. 2) and generally accepted conditions of participation. In the event that I determine any risks to my health AND/OR life during my participation in the Event, I shall immediately and voluntarily terminate my participation in the Event and notify a responsible person about such risks.

4. In the event that I shall accrue a right to claim damages AND/OR emotional distress damages AND/OR any costs relating to medical treatment, restoration of mental health, rehabilitation, etc., in connection with the occurrence of any of the conditions precedent listed in par 1 of this Statement, I hereby exercise my right to waive a property right in accordance with par. 3 of Article 12 of the Civil Code of Ukraine, and WAIVE THE RIGHT TO CLAIM DAMAGES AND/OR EMOTIONAL DISTRESS DAMAGES AND/OR ANY COSTS RELATING TO MEDICAL TREATMENT, RESTORATION OF MENTAL HEALTH, REHABILITATION, ETC. FROM TOP RUNNERS and its officers, management, representatives, directors, agents and/or employees, divisions and/or assigns, and their independent contractors, financing institutions, sponsors, advertisers, volunteers and, when applicable, owners and lessors of properties used for holding the Event (jointly, the "Indemnified Persons", or the "Persons"). The above waiver shall be apply to myself, and my legal successors, personal representatives and/or members of my family.

5. I further agree to compensate any damages, expenses, provide legal protection and indemnify the Persons against pecuniary and personal claims and liability, expenses, claims or damages AND/OR emotional distress damages AND/OR any costs relating to medical treatment, restoration of mental health, rehabilitation, defamation of an individual, damage caused to reputation of an individual or a legal entity, etc., in the event that I cause any injuries, traumas, permanent injuries, death and/or damage to health AND/OR property of a third party in connection with participation in the Event.

6. I hereby confirm that as of the date of the Event I have reached the age of 18, have no medical conditions, injuries, and disabilities that could prevent safe participation in the Event, that I am physically healthy and sufficiently prepared to participate in all activities relating to the Event. My participation in the Event organised or sponsored by TOP RUNNERS is absolutely voluntary. I hereby agree that the Persons shall have the right to disqualify me from participating in the Event if they believe that my physical condition AND/OR my health fail to comply with the requirements of participation in the Event.

7. I hereby agree to receive first aid AND/OR other medical treatment in case of injury, trauma, or illness that occurred during the Event, and hereby release the Persons from any potential liability or claims arising as a result of providing first aid AND/OR other medical treatment.

8. The Persons shall retain the right to postpone, cancel or change the procedure of the Event as they may deem fit in connection with weather conditions, natural disasters and other circumstances beyond the Persons' controls that are capable of affecting health and/or safety of participants, and shall not be liable to compensate any costs.

9. I hereby grant to the Persons my consent and permission to create, use, including publication, reproduction, public performance (public demonstration), repeated publication, adapting, making other changes, dissemination by way of selling or in any other manner of photographic pictures, other works of art or any other images of me during my participation in the Event or relating activity, for any purposes for

an indefinite term. Furthermore, I waive my right to receive any payment in connection with the creation AND/OR further use of photographic pictures and other works of art.

10. I hereby grant to the Persons my permission to photograph, film, record on a videotape my activities during the Event and use such photographic pictures, films, records, and videotapes in any manner without my prior consent, including publication, reproduction, public performance (public demonstration), repeated publication, adapting, making other changes, dissemination by way of selling or in any other manner as the Persons may deem fit. Such permission shall include granting the Persons the right to use in any manner, reproduce my name, last name, image, likeness, voice, photographic pictures, video records with my image, an original of my signature and biographic information in connection with the Event within any compensation payable to me.

11. I hereby acknowledge the Persons and their representatives shall have property and personal copyright to all photographic pictures, other works of art, images of me as an individual, including the right to use the same in any manner, including publication, reproduction, public performance (public demonstration), repeated publication, adapting, making other changes, dissemination by way of selling or in any other manner, etc., of my images and personal information and of all or any part of the Event where I may appear, in any radio, network, cable and local television programmes, and also in any published materials and in all other formats or mass media (including electronic ones) existing now or created thereafter, for an unlimited term, without any compensation payable to me. As a precondition to my participation in the Event, I hereby waive my right to claim damages AND/OR emotional distress damages AND/OR any costs relating to medical treatment, restoration of mental health, rehabilitation, etc., from the Persons, and indemnify the Persons against any claims, either the claims existing now or arising thereafter, in connection with my participation in the Event or activities relating to the Event that can be brought by myself, my successors, personal representatives and/or members of my family.

12. In accordance with par 6 of Article 6 and par 1.1 of Article 11 of the Law of Ukraine on Personal Data Protection, I hereby grant TOP RUNNERS my consent to process (collect, register, accumulate, keep, adapt, change, restore, use and disseminate (publish, release, transfer), depersonalise, destroy my personal data, in particular, information about my education, address, date and place of birth, work experience (general, state service and service at local self-government bodies). The above information may also be disclosed to third parties directly involved in the processing of this data without further consent of the participant and also in other cases expressly provided for by law.

I HAVE READ THIS STATEMENT OF WAIVER AND RELEASE OF LIABILITY AND ACCEPTANCE OF RISKS, HAVE FULLY UNDERSTOOD THE CONDITIONS AND THE WAIVER OF CERTAIN RIGHTS BY SIGNING IT. I HAVE PROVIDED COMPLETE AND TRUE INFORMATION ABOUT MYSELF, MY HEALTH AND PHYSICAL FITNESS TO THE PARTICIPATION IN THE EVENT. I HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND WITHOUT COMPULSION.

Signature _____ (_____)
Date _____

EMERGENCY CONTACT
(full name and telephone number - mandatory)

The Participant's telephone
number _____