C O N T R A C T

This Organization and Hosting Agreement (the “Agreement”) is made between:

**THE WORLD MASTERS CROSS-COUNTRY SKI ASSOCIATION**

an organization with the following operational address:

CH-6052 Hergiswil, Switzerland

- hereinafter called “WMA“ -

and:

**OC Host Organization**

an organization having its head office at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- hereinafter called “Organizing Committee (O.C.)“ -

Whereas:

1. **The WMA is a worldwide association for masters cross-country skiers having the objective to promote masters cross-country skiing; and,**
2. **The WMA has the authority to award hosting rights to the “Masters World Cup”, an annual competitive cross-country skiing event for masters cross-country skiers;**

And Wherein:

 **The WMA is awarding and the OC is agreeing to host, the 20\_\_\_ Masters World Cup (the “Event”) from \_\_\_\_\_\_\_\_\_\_\_\_\_ under the terms set forth below.**

**Definitions for this Agreement:**

**Event** -- The 20\_\_\_ Masters World Cup.

**Masters** **World Cup** -- six race days with medal ceremonies, opening and closing ceremonies, two official parties or one banquet.

**WMA Executive** – Executive Committee of the WMA consisting of Board-elected officers.

**WMA Account** – Swiss bank savings account containing WMA cash assets.

**WMA Escrow Account** – funds held within the WMA Account for specific disbursement to the Organizing Committee (O.C.).

**OC Account** – savings or checking account of Organizing Committee (O.C.).

**Event Deposit** – € 5,000.00 submitted by Organizing Committee (O.C.) to WMA.

**WMA Requirement Specifications** – as specified in Addendum 3.

**Paid Entry** – € 200 payment due to the Organizing Committee (O.C.). from participants in the Masters World Cup.

**WMA Guidelines** – as specified in addendum 1.

**Event Insurer** – insurer selected, contracted, and paid for by the Organizing Committee (O.C.) to provide general and comprehensive event insurance for the Masters World Cup.

**MWC Liability Waiver and Declaration of Sufficient Personal Insurance** – as specified in addendum 2.

**Rules of Competition**: as specified at --

http://www.world-masters-xc-skiing.com/en/downloads.html

**1. Event Deposit & Fees.**

**Event Deposit**: Within two months after signing of this contract, the Organizing Committee (O.C.) agrees to submit to the WMA an Event Deposit of € 5,000.00 (five thousand EURO). This amount will be deposited into the WMA Escrow Account. At the completion of a successful execution of the MWC event, the Event Deposit will be returned in full to the Organizing Committee (O.C.). The return of the Event Deposit is subject to conditions described in section 6 -- Event Cancellation. In the event of extreme violations of this Agreement, WMA Requirement Specifications, or WMA Rules, portions of the Event Deposit may be withheld at WMA discretion, upon written notice to the Organizing Committee (O.C.).

**Racer Fees**: The Organizing Committee (O.C.) agrees to pay to the WMA a fee of € 28.00 (twenty-eight EURO) per Paid Entry, no later than one day before the opening day of the event. Exact method of payment shall be determined in advance by the Organizing Committee (O.C.). and WMA Treasurer.

**2. Registration, Start Lists, Timing, Results**

The Organizing Committee (O.C.). agrees to comply with WMA Guidelines for event registration, development of start lists, event timing, and result publishing utilizing WMA-approved contractors. See Addendum 1.

**3. Insurance & Liability Waiver**

The Organizing Committee (O.C.). agrees to provide the WMA with written proof that the WMA is included as a “Named or Additional Insured“ by the Event Insurer of the O.C.. See Addendum 2.

The O.C. agrees to notify WMA if the standard MWC Liability Waiver and Declaration of Sufficient Personal Insurance requires special addendums to be legally enforceable and valid in the host nation.

**4. Back-up Site, Artificial Snow Capacity**

The Organizing Committee (O.C.) agrees to produce a letter of guarantee to the WMA that a back-up site and/or sufficient artificial snow capacity to provide a minimum of 7.5 kilometre of race trails meeting the standards set by WMA Rules will be available throughout the Masters World Cup dates in case of poor natural snow at the original race venue.

**5. Site Inspection**

If deemed necessary by the WMA Executive, the O.C. agrees to a second inspection of the event venue by the WMA in advance of the Event for the purpose of reviewing and approving Organizing Committee (O.C.) detailed plans for the Event.

The second site inspection will be conducted at a mutually-agreeable time and will include a represen­tative of the WMA Executive and (when WMA requires) the National Director of the host country to the proposed race site for inspection as per the requirement specification/time schedule.

Travel expenses for the site inspection may include necessary air/ground transportation, lodging, and meals of the WMA representatives to be paid by the Organizing Committee (O.C.) to the credit of the WMA Account.

**6. Event Cancellation**

The Organizing Committee (O.C.) and WMA understand that the Event may be cancelled for several possible reasons.

1. Event cancellation due to failed production of sufficient artificial snow and/or back-up site has insufficient natural snow due to high temperatures:
2. The O.C. agrees that event cancellation will take place only after consultation with an agreement by the WMA Executive.
3. The O.C. agrees that announcement of event cancellation will take place no later than 10 days before the scheduled opening of the Masters World Cup.
4. The O.C. agrees that 50% of paid participant entry-fees will be paid back to the participants and this will be stipulated in the entry process.
5. The O.C. Account will receive reimbursement the Event Deposit funds less financial fees occurred by WMA Executive in deposit reimbursement.
6. Event cancellation by the Organizing Committee (O.C.) for reasons other than insufficient snow:
7. The O.C. agrees to forfeiture of the Event Deposit of € 5,000.00 (five thousand EURO) to the WMA Account.
8. The O.C. agrees that 50% of paid participant entry-fees will be paid back to the participants.
9. Event cancellation by the WMA:
* The O.C. agrees to recognize WMA reserves the right to cancel this Agreement should the Organizing Committee (O.C.) be in clear violation of multiple major requirements with no corrective action as stipulated by this Agreement.
1. The O.C. Account will receive reimbursement the Event Deposit funds less financial fees occurred by WMA Executive in deposit reimbursement.

**7. Rules of Competition and Requirement Specifications**

The OC agrees to host the Event in accordance with the Rules of Competition and Requirement Specifications as published by WMA prior to the execution of this Agreement.

The OC agrees that deviations from Rules of Competition and Requirement Specifications requires the written approval of the WMA Executive.

The WMA agrees to notify the OC in writing of any changes to the Rules of Competition and Requirement Specifications made after the execution of this Agreement, and agrees that the acceptance of any changes will be made at the discretion of the OC, not be unreasonably withheld.

**8. Awards**

The Organizing Committee (O.C.) agrees to provide all first, second and third place winners in each age/gender class gold, silver or bronze medals respectively.

Quality, size and engraving of the medals have to be approved by WMA. The prototype has to be sent or presented prior to 30th September, \_\_\_\_ to the WMA.

**9. Entry Fee**

The Organizing Committee (O.C.) agrees:

1. The entry fee charged to each participant is maximum € 200.-- (two hundred EURO).
2. In case a skier cannot participate due to a major health issue and provides a health certificate from a physician in their home country or the host country verifying the injury/illness, the Organizing Committee (O.C.) agrees to pay back 50% of the entry fee. The health certificate has to be presented to the Organizing Committee (O.C.) by the skier’s home country National Director (or officially appointed WMA surrogate) no later than the first Team Captain’s Meeting of the Event. All health certificates submitted are subject to approval by the WMA Executive.
3. Bank Charges:
4. In payment of entry fees, all bank charges due to sending payment occurring on the sender’s (participant) side are for the account of the participant(s). All bank charges for receipt of payment occurring on receivers’/O.C. side are for account of the Organizing Committee (O.C.).
5. In reimbursement of approved health certificate refunds, all bank charges are for the account of the participant if not made in cash via the skier’s home country National Director.

**10. Participant Package**

The Organizing Committee (O.C.) agrees to provide to each registered participant:

a) Entry in all allowed races (stipulated by Rules of Competition);

b) Participation pin or gift;

c) Start number;

d) Free reception (drinks and snacks) in conjunction with Opening Ceremony;

e) Free participation in two official MWC party celebrations or a final banquet;

f) Participation certificate (good quality);

g) Official start lists of their age class;

h) Information brochures;

i) Free transportation (on official training and race days) connecting official lodging and stadium/ski area. Additional free transportation connecting official lodging and Event locations to be provided to and from Opening and Closing Ceremonies; official MWC parties or banquet; and award ceremonies.

**11. Accommodation**

1. The Organizing Committee (O.C.) agrees to negotiate a written guarantee of “low season” prices from all official Event accommodation options designated as such on the event website and provided to the WMA per the stipulations listed within the Requirement Specifications. Sufficient official lodging that meets the WMA standards will be included for a minimum 1000 participants in a wide variety of accommodation standards.

 Prices for all official lodging will be presented to the WMA during the WMA Annual Meeting in \_\_\_\_\_\_\_\_\_\_ from September \_\_ to \_\_, 20\_\_\_.

Increases of prices of official lodging up to maximum 5% per year for the forthcoming two years will be only possible with approval of WMA. Lodging options that violate the price guarantee must be removed from all Event promotions and no longer listed as “official lodging”. Exceptions will require the approval of WMA.

1. The Organizing Committee (O.C.) agrees that additional O.C. fees may not be charged to MWC participants in connection with MWC lodging pricing. WMA reserves the right to evaluate the correctness of accommodation pricing.
2. The Organizing Committee (O.C.) agrees that confirmation/acceptance of all accommodation categories listed as “official” lodging for the Event will require the following:
* Pre-payments (maximum 30 %) for all kinds of accommodation may be asked from the participants not earlier than 3 months ahead of the event.
* Final lodging balance will be due from the participants upon their arrival.
1. When bookings are being made with hotels, pensions, guest houses, cottages

 etc., all cancellation conditions have to be presented to the WMA at the earliest possible date and no later than one year prior to the Event.

 e) Overlapping the dates of the Event with nationwide holidays has to be avoided.

**12. Health Waiver**

The Organizing Committee (O.C.) and WMA agree to notify participants of the requirement for each participant to confirm on the entry form that they have sufficient insurance cover and are in good health condition. See Addendum 2.

The WMA agrees to provides a general waiver that can (when necessary) be amended or modified to include additional liability releases for a host nation and/or to recognize specific laws of a host nation. See Addendum 2.

**13. Relay Bibs**

For use of the Event relay bibs owned by WMA, the Organizing Committee (O.C.) agrees to pay a rental fee of 1,000.00 EUR. in favour of the WMA escrow account **Payment to be made at the same time** as Section 1 of this Agreement. See also D) relay bibs under Requirement Specifications - Time Schedule, *version February 2018*.

**14. Expenses for WMA & Officials**

The Organizing Committee (O.C.) agrees to the following expenses to be charged to the O.C. Account:

1. **Annual Meeting in Fall 20\_\_:**

The WMA Executive and National Directors will have prior to the Masters World Cup a two-day Annual Meeting (Friday, Saturday) at the place of the Masters World Cup event \_\_\_\_\_ September 20\_\_. As host, the following required items are for account of O.C.:

* Ground transportation of all WMA Board members (National Directors and Executive) to/from a specified international arrival airport(s) to the meeting location on Thursday and Sunday.
* Expenses for lodging and meals for all official WMA Board members during the period of Thursday evening until Sunday morning (3 nights).
* Meeting space sufficient for 40 people for both Friday and Saturday.
1. **Masters World Cup 20\_\_**

As host, the following required items are for the O.C. Account:

* Full-price lodging incl. breakfast and dinner as well as free race entry fee for the WMA Executive (President, Vice-Presidents, Treasurer/Secretary, Honorary Past President) has to be granted.
* Half-price lodging including breakfast and dinner for maximum 10 days as well as free race entry fee for the National Directors of the WMA has to be granted. *Because WMA representatives will stay at a variety of lodging options, the O.C. has the discretion to either deduct 50% of the half-board accommodation cost from National Director lodging total amount due – or – the O.C. may elect to reimburse all WMA National Directors 50% in cash currency. If the cash option is used by the O.C., the value of reimbursement for all WMA National Directors should be based on the local average 3-star hotel half-board rate for official lodging during the MWC period.*
* If a nation has more than 100 participants, half-price lodging incl. breakfast and dinner for a further person, e.g. Team Captain/ Assistant of National Director has to be also granted for maximum 10 days. *See above item for method of reimbursement.*
* Full price lodging including meals (as per ICR) for the non-TD Jury Members has to be granted. *The exception shall be the Chief of Competition for the next year’s MWC event. Cost of lodging/meals for that person is not the obligation of the current year’s O.C.*
* Full price lodging including lunch and dinner for the FIS Technical Delegate (TD FIS) as well as travel expenses and a daily allowance according to the FIS rules (presently CHF 100.00).
* Tickets for two (2) official parties or one (1) closing banquet for all WMA Members have to be provided to all WMA Board members (ND and Executive).
* All kinds of information (e.g. starting lists, programs, information for competitors and so on) has to be handed over to WMA Executive and National Directors at their arrival.

The Organizing Committee (O.C.) agrees that should addendums or modifications to portions of this Agreement become necessary, WMA will give notice of proposed changes in writing.

Date: Date:

Signed: Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President WMA Chairman Organizing Committee

**Addendum 1.**

**WMA Guidelines for MWC 20\_\_\_:**

**Event registration**

* DataSport is the WMA-approved contractor.
* Any set-up fees for DataSport will be for the WMA Account.
* On-line processing fees will be paid by participants at the time of registration in addition to the € 200 (two hundred EURO) entry fee.
* DataSport and the WMA Treasurer will arrange a mutually agreeable method and schedule of transferring entry fees to the O.C. Account.
* WMA agrees to notify the Organizing Committee (O.C.) if skiers from pre-arranged nations that cannot use on-line registration will make payment of entry fees via their National Director or individually direct to the O.C. Account.

**Start Lists**

* \_\_\_\_\_\_\_\_\_ -- the WMA-approved Event Timing contractor -- will create the Event start lists working in cooperation with the WMA Executive.
* Format of official results to adhere to WMA Rules of Competition and Requirement Specifications and subject to approval of WMA Executive.
* Start lists to be available

**Event Timing**

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the WMA-approved contractor.
* The Organizing Committee (O.C.) agrees to notify the WMA Executive in writing of any change to the Event Timing contractor with sufficient time granted for WMA to evaluate and approve the proposed change.

**Result Publishing**

* The Organizing Committee (O.C.) agrees to arrange with the WMA-approved contractor (\_\_\_\_\_\_\_\_\_) for on-line publishing of official Event results.
* The official result lists to be available by 18.00 hours/6:00pm of each Event race day for public access download from the homepage of the O.C.
* Format of official results to adhere to WMA Rules of Competition and Requirement Specifications and subject to approval of WMA Executive.

**ADDENDUM 2: Waiver for Participants at Masters World Cups**

**(Please read before signing)**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE.**

I understand that cross country skiing, as well as preparation for participation in, coaching, volunteering, officiating and related activities in competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by competitors/riders or equipment, and exceeding one's own abilities. I further understand that competition may be more hazardous than recreational activity. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the training and competition for the Activities, even though I warrant that I am in sufficiently good physical condition to participate in the programs and activities of the Masters World Cup events without jeopardizing my health. I also know that personal training, coaching, instruction, supervision and enforcement of rules by The World Masters Cross-Country Ski Association, its organizers, subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and facility operators (hereinafter the term "Organizers" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of the Organizers.

In partial consideration of the acceptance of my registration for Activities and/or competition, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Participant") agrees to comply with and be bound by the following terms at all times, whether participating, training or practicing for competition, or in competition for the Activities.

1. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY The World Masters Cross-Country Ski Association, The Masters World Cup Organizing Committee, (together, “Organizers” or “The Organizers”) FROM ANY CLAIMS, present or future, known or unknown, to Participant or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), including any transportation to or from the site of the Activity, suffered by any person from or in connection with Participant’s participation in any Activities in which The Organizers are involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of the Organizers. Participant agrees not to sue or make a claim against any of the Organizers for any loss, harm, injury or death that may occur during or after the Activity. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Organizers against any and all claims for my own negligence and any other claim arising from my acts or failure to act during the Activities. I further agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

2. Participant hereby RELIEVES the Organizers OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which the Organizers are involved in any way. Participant also understands and agrees that any equipment used or borrowed from an Organizer is used at Participant’s own risk and such equipment is provided without any warranty regarding its condition or suitability.

3. Participant authorizes the Organizers to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of the Organizers, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS the Organizers of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. Participant agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility. Participant agrees to follow the rules and directions provided to Participant by the leaders or instructors of the Activities.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the jurisdiction where the event was held (for any injury or dispute arising out of a Masters World Cup-related activity), without reference to principles governing choice or conflicts of laws. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

6. Participant agrees to allow the Organizers to use his/her photograph for any and all promotional purposes.

7. **Participant certifies that they have obtained sufficient and valid health and (when necessary) travel insurance for all possible personal medical or logistical emergencies prior to and covering the entire Masters World Cup event period.** See item 3. Above.

HAVING CAREFULLY READ AND UNDERSTOOD THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HER/HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

Printed Name / Name in Großbuchstaben :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature / Unterschrift :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth / Geburtsdatum: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_