



DISCLAIMER OF RESPONSIBILITY OF THE PARTICIPANT. READ CAREFULLY:

The < 50/50 > is a **non-competitive** mountain bike tour/expedition event, organized by the Trail Advocacy Association << Dig / Eat / Ride / Eat >> (DERM) [W731006444] in partnership with Mountain Sports International SAS (MSI) [899 008 304].

The event is promoted and sold by trailAddiction (New Zealand) Ltd (TA) [7441696].

DECLARATION

I am at least 18 years old and would like to participate in the "50/50" event which will be held on 20 to 27 August 2022 in and around the Tarentaise Region, Savoie, France. I irrevocably and unconditionally accept the conditions below, both for myself and for my heirs, successors, assigns, assigns and insurers:

RECOGNITION OF RISKS.

TA, MSI & DERM have made no representations to me regarding the suitability, conditions or safety of the venue where the event will take place and I acknowledge that my participation in the event may involve risks and be the cause of accidents, bodily injury and material damage. This includes the use any vehicles, lifts, or other form of transportation used during the event, as well as accommodation and food provided – which are used at the sole risk of the participant and his/her material.

I declare that I am in good health and that my state of health and my medical history are not such as to call into question or limit my ability to participate in the event.

I acknowledge that I have examined and assessed the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume these risks. Furthermore, I undertake to comply with the reasonable instructions given by those responsible for the event during the event.

STRICT CONFIDENTIALITY OF ROUTE, MAPS, GPX, AND ITINERARY INFORMATION

I agree to participate only with my explicit agreement that I will not share any itinerary information including maps, gpx, strava, or other similar data whether provided by the organisers, or collected by the participant. GPS tracking data & recordings taken during participation are for personal use only. Komoot, Trailforks and other similar social-network-based recordings and accounts **must be set to private / confidential**.

RESPECT FOR THE NATURAL MOUNTAIN ENVIRONMENT AND OF OTHER TRAIL USERS

I agree to abide by the code of conduct rules in place by the organisers, and to give safe passage and priority to other trail users (walkers, cattle, locals etc). I agree to activate the MTB Bell provided, wherever indicated. I acknowledge that any breach of these rules may result in my exclusion from the event, without refund.

INSURANCE.

I acknowledge that TA, MSI & DERM do not provide any insurance policy, whether life, medical or civil liability insurance, in the event of illness, accident, injury, loss or damage that may arise in connection with my participation at the event.

COMPENSATION.

To the fullest extent permitted by applicable regulations, I hereby irrevocably and unconditionally agree to guarantee TA, MSI & DERM against any claim, legal action, amount, disbursement or damages (including, in particular, legal costs, for a reasonable amount) resulting from any accident, loss or damage arising from my participation in the event.

EXCLUSION OF LIABILITY FOR MSI & DERM.

To the fullest extent permitted by current regulations, I acknowledge that TA, MSI & DERM excludes all liability for the event, except in the event of serious, gross or intentional misconduct.

BROADCASTING OF FILMS AND VIDEOS.

I acknowledge and agree that TA, MSI & DERM, its employees, affiliates, subsidiaries, licensees, agents, successors, assigns and business partners authorized by TA, MSI & DERM, may film, take pictures or record in any other way and by any other means my participation in the event and any related activity for advertising or promotional purposes and / or for the internal needs of TA, MSI & DERM.

I hereby irrevocably grant to the TA, MSI & DERM the perpetual right valid throughout the world and without any financial compensation, to use any photograph, video, image or other recording or representation of me for advertising or promotional purposes, or to any other commercial purpose linked to the event, as well as within the framework of MSI & DERM campaigns and / or any other promotional activity of MSI & DERM.

I hereby also authorize MSI & DERM to use my name as well as my rankings and results obtained during the event, in any medium and by any means, known or unknown to date.

RIGHT OF OBJECTION OF TA, MSI & DERM.

I acknowledge and agree that TA MSI & DERM may at any time oppose my participation in the activities of the event, in the event that I do not comply with the terms of this Participant Liability Release or the instructions of the members of the staff or representatives of TA, MSI & DERM during the event.

PROTECTION OF PERSONAL DATA.

I acknowledge and agree that in order to participate in the event, I must provide certain information about myself in this Participant Disclaimer.

TA, MSI & DERM has indicated which information must be communicated to participate in the event.

I acknowledge and agree that my personal data will be used by TA, MSI & DERM for the purposes of managing the event and for the specific needs set out herein.

In addition, I acknowledge that all personal data that I provide to TA, MSI & DERM will be subject to the MSI & DERM Policy on confidentiality and protection of personal data and the use of cookies.

PROHIBITION OF ASSIGNMENT.

I acknowledge that the event may under no circumstances be the subject of an assignment or transfer of the registration and may not give rise to the delivery of its cash equivalent.

Registration is personal and non-transferable.

VALIDITY.

In the event that any of the articles herein is declared invalid or inapplicable, in whole or in part, by a court of a competent jurisdiction, for any reason whatsoever, the other articles of this Disclaimer of the Participant will remain valid and fully applicable. The stipulations declared invalid or inapplicable will be replaced by valid stipulations the content of which will be as close as possible to that of the invalidated stipulation. This Participant's Liability Release cancels and replaces any written or oral agreement previously entered into in connection with the event.

LEGAL NOTICE

The Brand <Trans-Savoie 50/50> is owned and managed by trailAddiction (NZ) Ltd, 7010 Nelson, New Zealand. Your registration fee paid to trailAddiction (NZ) Ltd is held securely in an independent account that is not accessible to the organisers, until the successful delivery of the event has been completed.

50/50 is managed and delivered on French Territory by DERM, 164 Rue de la Fruitiere, 73210 Aime, and its commercial partner MSI, 264 Rue Vendome, 69003 LYON. MSI assumes liability for the management and delivery of 50/50 in France. (Responsible person in charge: G DUNNING).

ASSIGNMENT OF JURISDICTION AND INTERPRETATION.

This Participant's Liability Release will be governed by and interpreted in accordance with the law of the country in which the participant resides, and any dispute arising out of these will be subject to the exclusive jurisdiction of the courts of the country in which the participant resides.

I DECLARE THAT I HAVE CAREFULLY READ THE ABOVE PARTICIPANT'S DISCLAIMER OF RESPONSIBILITY AND COMPLETELY UNDERSTAND THE TERMS, AND ACKNOWLEDGE I WILL VOLUNTARILY ACCEPT THE CONDITIONS.