



DISCLAIMER OF RESPONSIBILITY OF THE PARTICIPANT.
Enduro2 is organised by EPIC EVENTS SAS
French Registered Company - SIREN 939 551 537

BY SIGNING THIS DOCUMENT AND TAKING PART TO ENDURO2 YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

Summary of Key points (not exhaustive)

- **You agree to take full responsibility for yourself at all times and acknowledge that the organisers cannot and do not guarantee the safety of the terrain or transport used during the event. You waive all right to compensation for loss or damages.**
- **You declare you are in good health and suitable fitness to safely participate**
- **You have valid health / rescue / liability insurance in place to participate**
- **You waive all image rights during your participation.**

DEFINITIONS

ENDURO2 is a competitive mountain bike event, organized by EPIC EVENTS SAS.

EPIC EVENTS SAS and its directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with the event, and all of the landowners upon which the event will take place (all of whom are hereinafter collectively referred to as "EPIC EVENTS").

'Mountain Biking' and 'ENDURO2' shall include all activities, events or services or use of facilities provided, arranged, organized or conducted by EPIC EVENTS.

DECLARATION.

I am at least 16 years old and intend to participate in the "ENDURO2" event which will be held on the date(s) and location(s) confirmed by the organisers in previous communications, at the point of online registration, and as advertised on www.enduro2.fr.

I irrevocably and unconditionally accept the conditions below, both for myself and for my heirs, successors, assigns, assigns and insurers:

RECOGNITION OF RISKS.

EPIC EVENTS has 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. Injuries are a common and expected part of Mountain Biking. ENDURO2 can take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards, which can potentially cause death or permanent disability. These risks include but are not limited to: transportation in vehicles, use of chairlifts and gondolas; changing weather conditions;

mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks; riding and racing new trails without practice; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals; negligence of other riders or users of the premises; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. I acknowledge that the risks, dangers and hazards of Mountain Biking are further increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants or members of the public on course. 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.

SAFETY

I have been advised to wear an appropriate helmet and other protective equipment such as elbow, forearm and knee/ shin armour, gloves, glasses, spine protector, chin guard, full face helmet, when Mountain Biking. Regular road rules and rights of way must be respected at all times when riding on a public highway, and participants must assume that all routes used by the event are also open to the general public & traffic.

FITNESS TO PARTICIPATE.

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.

INSURANCE.

I acknowledge that EPIC EVENTS does 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. I acknowledge that the organiser strongly recommends personal accident/rescue & third liability insurance for every participant and I accept all risks and legal liability for any eventuality of my participation if I chose to ignore this advice.

SPECIAL NOTICE FOR EVENTS ON SWISS TERRITORY.

Medical / Rescue insurance and individual 3rd party (Civil) liability insurance is **mandatory** in Switzerland for all sporting competitions. If the event takes place on Swiss territory; I declare that I have valid insurance in place which meets this legal requirement. Spot checks

will be undertaken by the organiser at registration and any rider unable to prove valid cover will be refused entry to the race, as is required by Swiss law.

COMPENSATION.

To the fullest extent permitted by applicable regulations, I hereby irrevocably and unconditionally agree to guarantee EPIC EVENTS 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 EPIC EVENTS.

To the fullest extent permitted by current regulations, I acknowledge that EPIC EVENTS excludes itself of all liability for the event, except in the event of serious, gross or intentional misconduct.

EXCLUSION OF LIABILITY FOR OTHER PARTICIPANTS

To the fullest extent permitted by current regulations, I agree to release all liability for damage, loss or injury incurred to myself or my property by other participants, staff, or volunteers associated with the event.

BROADCASTING OF FILMS AND VIDEOS.

I acknowledge and agree that EPIC EVENTS, its employees, affiliates, subsidiaries, licensees, agents, successors, assigns and business partners authorized by EPIC EVENTS, 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 EPIC EVENTS.

I hereby irrevocably grant to the EPIC EVENTS Group, 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 EPIC EVENTS campaigns and / or any other promotional activity of EPIC EVENTS.

I hereby also authorize EPIC EVENTS 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.

LICENSE TO USE COMMENTS, SUGGESTIONS AND IDEAS.

I hereby grant EPIC EVENTS the perpetual right to use all the comments, suggestions and ideas that I am likely to communicate to it, without notice, consideration or subsequent authorization request, for any purpose whatsoever. , including, in particular, the development, manufacture and marketing of goods and services, as well as the creation, modification or improvement of goods and services.

RIGHT OF OBJECTION OF EPIC EVENTS.

I acknowledge and agree that EPIC EVENTS 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 EPIC EVENTS during the event, with no refunds.

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.

EPIC EVENTS has indicated which information must be communicated to participate in the event. I acknowledge and agree that my personal data will be used by EPIC EVENTS 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 EPIC EVENTS will be subject to the EPIC EVENTS 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.

FORCE MAJURE

In the event of event partial or full cancelation due to force majeure (external circumstances beyond our reasonable control) we will attempt to refund the unused portion of your registration fees, on a discretionary basis. The amount available to refund will be dependent on the date of cancelation, the level of the reduced service, and our irreversible expenses already incurred before the cancelation (or indeed, as a result of).

LEGAL NOTICE

ENDURO2 GLOBAL SERIES is owned and managed by trailAddiction (NZ) Ltd, 7010 Nelson, New Zealand. EPIC EVENTS is a separate company registered in France that retains all rights to organise and deliver ENDURO2 events under licence from trailAddiction Ltd, but on its own behalf and liability.

ENDURO2 is managed and delivered on French & Swiss Territory by EPIC EVENTS. EPIC EVENTS assumes liability for the management and delivery of ENDURO2 in France & Switzerland.

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 event takes place, and any dispute arising out of these will be subject to the exclusive jurisdiction of the courts of that country.

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.

IF I AM UNDER 16 YEARS OF AGE - I ACKNOWLEDGE THAT MY PARENT / LEGAL GUARDIAN MUST SIGN THE BELOW DOCUMENT TO INDICATE THEIR AGREEMENT ON MY BEHALF AND AS MY LEGAL RESPONSIBLE GUARDIAN.