

## GENERAL TERMS AND CONDITIONS

### Guided Trail Weekend

In the following lines, Région Dents du Midi SA, in mandating Beeheidi Sàrl, is referred to as “the Organiser”.

#### ➤ LIABILITY RELEASE

The Organiser cannot be held responsible for services provided by independent contractors or third parties that are not directly run by the Organiser (art. 101, paragraph 2 CO), such as extra costs, delays, unforeseen circumstances, etc.

The Organiser accepts no responsibility for damages (accident, injury, etc.) the client is exposed to that may be caused by circumstances out of the Organiser’s control.

The Organiser cannot be held liable for any unpredictable risks and/or risks linked to the client’s or the participant’s behaviour. In other words, the client accepts full responsibility for the risks associated with outdoor activities which may be unavoidable despite meticulous and cautious planning. Any outdoor activity may involve an element of risk, the participants confirm that they have the appropriate equipment and sufficient physical abilities for the practice of such activities. Furthermore, the participants must not be under the influence of substances that could compromise their safety and that of others.

In order to carry out the activity in the safest environment possible, the client must respect the instructions provided by the Organiser and any affiliated partner at all times. The participants are required to immediately inform the Organiser and/or any affiliated partner of any potential concern, physical condition and/or psychological issue that may affect them.

Minors must be accompanied by their legal representative, or by an adult appointed by the legal representative.

#### ➤ INSURANCE

The Organiser and any affiliated partner are covered by a professional third-party liability insurance. However, the client accepts full responsibility in case of loss, injury, death, or damage caused to a third party or himself, that may occur during one of the activities organised by the Organiser.

Each participant must have a personal accident and health insurance that covers mountain rescue services (such as AirGlacier, Rega, ...) as well as a third-party liability insurance, that includes all the services and activities provided.

Furthermore, each participant accepts full responsibility in case of damage, loss or theft of equipment belonging to the Organiser or an affiliated partner.

#### ➤ CANCELLATION FROM CO-CONTRACTING PARTY

The co-contracting party must address a written cancellation request to the Organiser. The client accepts that fees will apply.

The reservation is transferable but cannot be exchanged or refunded. If the minimum number of participants has not been reached, the Organiser reserves the right to cancel the stay or the activity, therefore refunding the registered participants. No further financial compensation is to be expected.

If the weather conditions do not allow the activity to take place, the Organiser reserves the right to cancel the stay or the activity and will provide a full refund. No further financial compensation is to be expected.

The Organiser does not provide a cancellation insurance. Clients are responsible for their own cancellation insurance.

#### ➤ FORCE MAJEURE CLAUSE

If the Organiser considers that an activity or a trip should not start or should be interrupted before its end due to unforeseen circumstances (eg. Natural disaster, pandemic, political issues, or travel is not recommended, etc.), or under the order of competent authorities, the Organiser cannot be held responsible. Furthermore, the company has the right to deduct from the amount refunded to the participant any costs/expenditures already made on their behalf. Any right to a financial compensation will not be taken into consideration.