

DISCLAIMER

FOR MAINPEAK Watersports LDA EQUIPMENT RENTAL & TOURS (MOUNTAIN BIKE).

1) General rules

- a) The route will partly be on public roads and paths, but also partly on private paths, including forest paths and so-called trails, i.e. unpaved paths.
- b) Mountain biking is strenuous, sometimes even damaging. Each participant must therefore be aware before setting off that the tour can involve certain specific risks and unforeseeable dangers and accepts these risks and dangers consciously and with full consent. Unfortunately, it cannot be ruled out that accidents with - even serious - property damage, personal injury or financial loss may occur.
- c) Therefore, before starting the tour, all participants must assess for themselves whether the tour is appropriate for their health and fitness level and their riding ability.
- d) By registering, the participant confirms that they are healthy and that they are not aware of any heart, circulatory or respiratory diseases. Any serious allergies (e.g. insect bites) must be reported to the organizer when booking and to the guide before the tour or course begins without being asked to do so. Participants are responsible for bringing medication to maintain their health.
- e) Participants who clearly do not meet these requirements can be excluded from the tour in whole or in part by the responsible guide, without any right to a refund of the tour price/participation fee.
- f) The guide tries to ensure that the pace of the group is geared to the objectively weakest participants and that they also always enjoy the tour with minimal risk.
- g) Participants who feel unsafe or overwhelmed should contact the guide directly. Anyone who can no longer or does not want to take part must personally inform the guide. If the tour cannot be completed for this reason, any return transport that may be necessary must be carried out at the participant's own risk and expense.
- h) Information about the planned route, the length and duration as well as the level of physical and/or technical difficulty of a tour is non-binding.

2) Traffic regulations and equipment

- i) You may only take part in the tour if you wear a helmet for the entire tour.
- j) The organizer/guide accepts no liability for lost or damaged equipment, clothing, the bike, and other items.
- k) All participants must ensure that they have sufficient food and drinks.

3) Disclaimer of liability

- l) Neither the organizer nor the guide is liable for negligent damage caused to participants. It is important that the liability of the participants to each other and to the guide is always unlimited in accordance with legal regulations; no waiver of liability applies here.
- m) Every participant must know that they could be fully responsible for injuries to other participants, for example if they cause other participants or the guide to fall because of insufficient distance or inappropriate driving behavior.
- n) Participants are obliged, both on public roads and on private paths/trails, to always behave in such a way that no one else is endangered more than is unavoidable under the circumstances.



- o) If the participant has concerns about whether he can manage a section of the guided tour safely, he must stop immediately and inform the guide. The responsibility always and exclusively lies with the participant.
- p) The organizer reserves the right to change the program of the guided MTB tour by decision of the guide (on the way) or before the start or to cancel the tour altogether for safety reasons, weather reasons or due to measures ordered or recommended by the authorities. In these cases, participants have no claims for compensation beyond the reimbursement of the participation fee. There is no legal right to participate in or carry out the tour.

4) Photo & film recordings

- q) The participant unconditionally consents to photo, sound, or film recordings during the tour/event by the organizer, the guides or people selected by the organizer.
- r) The organizer is entitled to publish these recordings without restriction in terms of time and place, for example on the Internet, social media or print media.
- s) If you do not want to be filmed or photographed, please notify a MAINPEAK employee.

Name: _____

Date of birth: _____

E-Mail: _____

Telephone number: _____

Address: _____

USER MEDICAL INFORMATION (confidential). Please provide any medical conditions that MAINPEAK staff should be aware of:

By signing below, I certify that I have read and understood this Disclaimer and that I consent to it in a legally binding manner. I have completed the application form truthfully and completely.

Signature: _____ Date: _____ / _____ / _____

If the user is under 18 years of age, this form must also be signed by the applicant's parent or legal guardian.



I, _____, am the parent or legal guardian of the user. I expressly agree to accept responsibility for the user's conduct and agree to personally accept the terms set forth in this application and this declaration, including the release and indemnity I grant under the terms set forth above.

Signature of parent/guardian: _____ Date: _____ / _____ / _____

In case of emergency, please contact:

Name: _____

Telephone number: _____

Caminha, December 2024