

## GENERAL DISCLAIMER

We invite our clients to carefully read this document which is for registration of the activities organised by Mmove by Friends of Arco S.r.l. implying the automatic acceptance of the general conditions mentioned below. Mmove by Friends of Arco S.r.l. reserves the right to make any changes to its disclaimer at any time and to the legal notes published on this page. The client is held responsible for verifying the contents of the disclaimer and the legal notes each time they go on to the site, insofar as the use of the site and the participation in the activities organised by Mmove by Friends of Arco S.r.l., implies the automatic acceptance by the client of such variations, once the eventual variations to the disclaimer and to the legal notes have been published.

Mmove by Friends of Arco S.r.l. makes every reasonable effort, in view of its risk management policy in connection with the activities organised, so that such risks are reduced to within acceptable limits. Despite this, the very nature of the activities, excluding at its root the possibility of controlling all sources of danger, carried out as they are by Mountain Guides throughout the world and as such accepted by the clients who take upon themselves the relative responsibility. Mmove by Friends of Arco S.r.l. cannot guarantee nor assume any responsibility as a result of carrying out such activities, even if involving minors, the disabled or other subjects with learning difficulties.

In the case of this disclaimer and its legal notes having been read and accepted by the client who is parent or guardian, please note that this also implies the assumption of responsibility regarding the evaluation of their suitability with regard to their educational and psycho-physical profile for taking part in the chosen activity, as well as what is indicated in the specific disclaimer which we submit to you to read with great attention in the interests of your children.

The clauses inserted are not intended to avoid respect for prescribed requirements under current legislation, nor to exclude the responsibility for the cases which cannot be excluded in accordance with current legislation, but only to clarify the content of the relationship and obligations for which each side is reciprocally responsible.

For any eventual dispute in connection either with the present site or the proposed activity, or any other subject, between the client and Mmove by Friends of Arco S.r.l., the client accepts the exclusive jurisdiction of the Court of Rovereto (TN).



## SPECIFIC DISCLAIMER

### Canyoning Activity

Canyoning is a water sport which consists in the descent into small streams with narrow canyons. The environment where it takes place is by its very nature inhospitable and dangerous: a canyoning itinerary runs through, inside the canyons deeply carved out in the rock, characterised usually by steep terrain. The obstacles are therefore made up of waterfalls, rock jumps, slides, flooded couloirs, little lakes. It is impossible to turn back, and the exit from the canyon is only at the end of the route unless there is an alternative way out. The canyoning activities proposed by Mmove last about half a day, time in the water varying on average from one hour and a half to about two hours, we return to the departure point of the canyon on foot by paths with only a modest height gain.

The risks involved are typical of water sports, combined with those of an inhospitable and dangerous climate (hypothermia and frostbite, drowning, falling from a height, slipping, loss of balance etc ...)

#### What you need to know:

##### Characteristics of the activity and adequate measures to mitigate specific risks

- Participants must wear all the equipment supplied by Mmove to mitigate the above risks or have: a neoprene dry suit, dry suit socks, helmet, harness, and life jacket.

##### Essential personal clothing and equipment

- Participants are requested to have the following clothing: trekking or strong gym shoes suitable for walking along the paths and in the canyon (it is forbidden to use sandals, open or beach shoes), bathing costume, t-shirt, towel, change of clothing).

##### General precautionary information

- Before starting the activity the Mmove Mountain Guide will hold a briefing to supply specific information regarding the canyoning itinerary chosen as well as indications regarding the equipment supplied and how to practise the activity in safety. All participants must collaborate and follow all the indications of the Mountain Guide.).

##### Optional equipment

- Action camera, possibly to be made available by Mmove

##### Physical preparation and minimum requirements for the type and length of the activity

- No particular experience is required by the participants, but must have a good general physical form, be comfortable in water, not suffer from claustrophobia and must weigh more than 40 kg. No drug or alcohol abuse.



I, the undersigned, having chosen to participate in the activity booked by me:

- I declare to have attentively read the disclaimer together with the specific document containing detailed information regarding the activity booked and the manner in which this activity will be carried out by the Mountain Guides of Mmove,
- I also declare to have fully understood the contents of the disclaimer together with the specific document and to confirm I wish to participate in the above mentioned activity in the manner described in the documentation;
- I declare to be aware of the fact that the activity which I have agreed to take part in involves taking risks, only partly minimised by the presence of a Mountain Guide. Nevertheless, I am aware of the remaining risk, which can never be completely eliminated and I agree therefore not to bring any action against the Mountain Guides and/or the organisation in case of accident;
- I agree and oblige myself to scrupulously abide by all the rules, instructions, indications, warnings given to me by the Mountain Guide, before, during and after the activity until return to base, and to abstain from any personal initiative, collaborating at all times for the successful outcome of the activity according to what was indicated and/or requested;
- I also agree from now on to accept and not question any eventual decisions by the Mountain Guide, to postpone, suspend or change the excursion, recognising forthwith the validity of the motive for such a choice;
- I agree and am obliged to take with me adequate clothing as described in the specific document, and also to wear and use all the material and equipment which the Mountain Guide gives me, following all the indications and instructions given. I declare I am aware of the risks arising from the use of the gear, which must follow the indications given but still under my own responsibility. I also agree to reimburse any possible damage caused by the improper use of the material supplied by the organisation;
- I also declare that I have adequate experience for the activity I have registered for, am of sound health and not affected by any physical pathologies which could influence the successful outcome of the activity or could prevent me from carrying out the activity or be worsened by the activity and/or cause the Mountain Guide to adopt any specific measures and provisions. In which case, I agree to make direct contact with the organisation at least 48 hours beforehand in order to permit Mmove to accept/refuse/modify my booking. In any case, I agree to accept the evaluation by the Mountain Guide as to my suitability or not to take part in the activity and/or the means to deal with any part of it;
- I am aware that during the transfers by minibus of the organisation it is obligatory to fasten seat belts and indemnify Mmove from the payment of any eventual fines from omitting to do so. I declare that I do not hold Mmove responsible for the theft or loss of any personal property left on board the organisation's transport.
- I agree forthwith to the publication and use for publicity and/or promotional purposes on the part of Mmove of any video or photographs taken during the activity and depicting me. I agree not to use/divulge/circulate photographs/videos taken by me during the activity and depicting third parties/other participants without the permission of those involved;
- I also confirm that I authorise the management of my personal data under the terms of Legislative Decree No. 196 of 30 June 2003.

