



Ferney
LA VALLÉE
CONSENT FORM

TRAIL AND/OR MOUNTAIN BIKING
(hereinafter the “**Activity**”)

proposed by **LA VALLÉE DE FERNEY CO LTD** (hereinafter the “**Company**”)

PARTICIPANT’S DETAILS:

Full name:

National Identity Card Number or Passport Number:

Age:

Address:

Telephone number:

FOR MINOR PARTICIPANT - LEGAL GUARDIAN’S DETAILS:

Full name:

(Hereinafter the “**Legal Guardian**”)

National Identity Card Number or Passport Number:

Address:

Telephone Number:

The participant / Legal Guardian hereby acknowledges, agrees, declares and/or confirms that he/the minor participant (hereinafter referred to as the “**Participant**”):

- 1) is physically and mentally able to participate in the Activity and is not suffering from any type of illness and/or handicap that may endanger his life or that of any other participant, during the course of the Activity
- 2) is voluntarily participating in the Activity at its own risks, with full knowledge of the dangers associated with the Activity, including but not limited to the wilderness of the site and the level of difficulty pertaining to the tracks
- 3) is fully aware that the Activity involves risks that may cause light, serious or fatal bodily injuries, or diseases, or in extreme cases, permanent disability, paralysis or loss of human life or else, loss or material damage (herein referred to as “**Risks**”). Such Risks (i) may be the result of the Participant’s own action(s) or omission(s), the action(s) or omission(s) of another participant to the Activity, that of the conditions in which the Activity takes place, or of any type of accidents; (ii) may also lead to damages and costs to third parties due to the Participant’s conduct or involvement in the Activity, for which he may be held responsible; and (iii) may include other unpredictable risks to date. The Participant assumes full responsibility for any injury,



loss, damage and cost caused by such Risks and agrees to free the Company and/or any of its affiliates from any liability in the event such Risks are materialized

- 4) is aware that the Activity will be unsupervised and that no introductory session regarding the Activity will be held at Ferney La Vallée (FLV). All information regarding the Activity (including a map highlighting the kilometres, vertical ascents, technical rating of the tracks, as well as an emergency contact number) will be available on the website of the Company and/or on a signage board at FLV. The Participant confirms having taken note of such information prior to participating in the Activity and will be personally responsible for ensuring that same is being carried out with a reasonable level of care and caution
- 5) fully understands that the Activity may require the use of certain outfit(s) and equipment, including but not limited to trail or sport shoes, bikes, security helmets and other relevant safety gears (hereinafter referred to as "**Equipment**"). Such Equipment will not be provided by the Company and the Participant will be solely responsible for assessing the safety and suitability of the Equipment used as well as any other personal belongings
- 6) expressly waives all his rights and actions in respect of any claim(s) for any physical, moral and/or material loss or damage that may arise out of or in connection with his participation in the Activity, save and except where same results from the gross negligence of the Company, its employees and/or agents
- 7) undertakes to indemnify, defend and hold harmless the Company and/or any of its affiliates, as well as any of their respective directors, officers, employees, "préposés" and agents (each an "**Indemnified Party**") from and against all claim(s) and any losses whatsoever which may at any time be asserted against, suffered or incurred by the Indemnified Party, as a result of or in connection with the Participant's acts, doings and/or omissions during his participation in the Activity, except to the extent that the such claims and losses resulted directly from the Indemnified Party's gross negligence or wilful neglect

The above terms shall be governed and construed in accordance with the laws of the Republic of Mauritius. Any dispute arising from or in connection with the scope and/or interpretation of the above-mentioned terms, and which cannot be resolved amicably, shall be submitted to the jurisdiction of the courts of Mauritius.

The Participant declares having read and understood the terms of this Consent Form and being fully aware that this document represents a waiver of his rights as above-mentioned and that, in the event of invalidity of any clause herein, the remaining part thereof shall keep its binding force.

The Participant finally declares that he has read the Rules and Regulations applicable to the Activity and undertakes to comply with them and with any further rules and regulations which may be given by the Company and/or FLV with respect to the Activity and/or the access to the premises of FLV at all times. He also accepts that the management reserves the right to take any steps/actions it deems appropriate should there be failure to comply with any of these rules and regulations.

Participant's signature/ Legal Guardian's signature:

Date:

.....

.....