

**FERNEY TRAIL LTD**

*(Hereinafter called the "Company")*

Discharge form**MINOR PARTICIPANT**

(Hereinafter called "the Participant")

**PERSON LEGALLY RESPONSIBLE OF/HAVING THE LEGAL GUARDIANSHIP OF THE MINOR PARTICIPANT ("the Guardian")**

The Guardian:

1. Affirms that the Participant is physically and psychologically fit to participate to the CIEL Ferney Trail 2022. He confirms that the Participant is in good health and is not suffering from any disability that might endanger the life of the Participant or that of any other third party throughout the race.
2. Acknowledges his full awareness of the wild and natural character of the slopes and of the difficulty of the race, and declares that the Participant is physically fit to undertake such a race in such given natural conditions.
3. Understands and agrees that the race is performed at the Participant's own risk. The Guardian agrees to assume full responsibility for the Participant throughout the duration of the race.
4. Acknowledges that the Participant has been specifically informed of the safety standards to abide by and of the importance to strictly respect the organisers' instructions. Such regulations are available on the Website of the event either by checking the following link online: [www.ferney.mu](http://www.ferney.mu) or by contacting the event organisers for same.
5. Admits that, in case of non-compliance by the Participant to the directions or instructions of the organisers and/or officers of the Company throughout the race, the Company reserves the right at any time to stop the Participant from continuing such race. The Guardian expressly acknowledges and hereby agrees that, in such a case, no refund will be made by the Company to him on behalf of such Participant.
6. Commits to assume entire responsibility for the personal effects of the Participant throughout the race/hiking process.
7. Will make sure that, if the Participant is aged less than ten (10) years, he/she will be accompanied throughout the journey (from start to finish line).

8. Agrees that the Company, its officers and/or directors will, in no case whatsoever, be held responsible for any material, corporal and/or moral loss or damage whatsoever, that may be suffered by the Participant further to his/her participation to the CIEL Ferney Trail 2022, except from any such material, corporal and/or moral loss or damage whatsoever, arising due to gross negligence by the Company and/or its employees.
9. Expressly waives any claim of whatever nature it may be, against the Company, its officers and/or directors because of the Participant's participation to the CIEL Ferney Trail 2022, except for those arising from the gross negligence by anyone of the former.
10. Agrees to guarantee the Company, its officers and/or directors against any request or claim which may have been made or lodged against one of them by a participant, parent or guardian of a minor participant or of a third party, to repair any damage caused whether directly or indirectly by the Participant during the race, or more generally, during the "CIEL Ferney Trail 2022" event.

The terms of the presents shall be construed and enforced in accordance to the law of Mauritius. Disputes or litigations that may arise from the application or interpretation of same will, in the absence of a mutual agreement, be subject to the jurisdiction of the Courts of Mauritius, whose jurisdiction is hereby expressly recognised.