

45-SouthWest 2023

self supported bicycle adventure

start: 20.06.2023 / 04:30 / Krakow, Poland

Liability and Related Definitions

1) Risk and liability – acceptance of propositions. Cycling, cycle touring and travel are inherently dangerous activities where participants are self-evidently exposed to a variety of risks (the Risks) including serious injury or death due to their own actions or the actions of others or other circumstances outside of the participant's control. You acknowledge and understand this when partaking in the activity of cycling. The existence of these Risks is a fundamental observation and it is therefore not deemed necessary in these circumstances to include a list (comprehensive or otherwise) in this contract of all of these so-called Risks, or any particular Risk. Particular Risks detailed in this contract are for informative and illustrative purposes only and are not to be considered exhaustive or definitive. Suffice to say, it must be understood that each participant accepts that there are the above-mentioned Risks in cycling, and other Risks involved in participating in the 45-SouthWest 2023 (henceforth may be referred to as 'the 45SW' or '45SW'), and that these Risks are the Participants and not those of the 45SW 2023 organisers and associates.

The 45SW 2023 organisers, whilst having made reasonable effort to make the event safe for participants and having reduced and attempted to eliminate as many of the Risks as it is possible to have anticipated and or foreseen, is nevertheless unable to control, anticipate or foresee all events or eliminate Risks that are inherent in the activities described in this contract and this is accepted by all participants.

The 45SW 2023 organisers and associates accept no liability whatsoever whilst you are participating in the 45SW 2023 or riding the 45SW 2023 route (henceforth may be referred to as the 'Route' or '45SW Route') save that the 45SW 2023 organisers and associates do not exclude their liability for death or personal injury to Participants meeting the definition within this contract caused by the negligence of The 45SW 2023 organisers or associates.

In signing up to the 45SW 2023, each participant acknowledges and accepts the above proposition, and further accepts the following propositions:

2) Participants. Only those who are granted permission by the 45SW to start the event as a recognised participant of the 45SW by means of acceptance by the participant of the terms of this contract to the 45SW alongside signing this contract, and who comply with all terms of this contract, can be considered as participants in the 45SW. Henceforth the term 'Participant' refers to a person who has accepted and complies with all terms in this contract and 'Participation' refers to activity complying with the terms of this contract and no activity not specified by the terms of this contract.

3) Insurance. All Participants must have full insurance to include 3rd party liability insurance plus medical and evacuation insurance with cover to include cycling events and outdoor activity above 2500m or up to 3000m and this insurance must be valid for the full duration of the 45SW plus related travel or transit time as will be clarified by the Insurer.

4) Associates. Companies, Associates or sponsors linked to the 45SW are considered to be any company, group or individual stated by the 45SW to be linked formally through sponsorship or support arrangements.

Clarification of the Nature of the Route, Warnings of Risk and Participant Responsibility for Risk and Risk Management

5) Route Conditions. The 45SW Route throughfares are not limited to maintained tarmac roads. The route includes off-road tracks that often consist of loose stone surfaces that may be exposed, narrow and vertiginous in places. Many sections of throughfare on the 45SW Route, both on tarmac roads and off-road tracks, have unprotected drops to the downhill side that could result in a fatal fall or serious injury. Many sections of throughfare on the 45SW Route, both on tarmac roads and off-road tracks, have deep gutters, rough walls or barrier posts or blocks on either side, all of which can cause injury or death should a Participant lose control for any reason. Descents can be steep with loose and uneven surfaces that are unpredictable under cornering, braking or normal cycling or walking conditions, creating risk of injury or death, and these sections may be unavoidable. Traffic is permitted along 100% of the 45SW Route and vehicles, pedestrians and livestock may be on roads or off-road tracks in all areas on or around the Route at any time. Participants must recognise these risks among others known to exist under these conditions and must ride safely, in control and at speeds that allow safe stopping distances considering the surfaces being ridden on. Participants recognise and accept the nature of the Route and the terrain and accept responsibility for all actions or decisions related to safety when travelling on the Route (see also clause 1).

6) Rock fall. Sections of the 45SW Route have overhead cliffs or mountain sides that present a risk of injury or death caused by unpredictable rock fall as is known and to be expected relating to roads, tracks and throughfares close to overhead cliffs or mountain sides, rock fall can happen at any time and is a particularly high risk during or shortly after periods of rain and Participants understand and acknowledge these risks whether all aspects of these risks have been identified by the 45SW or not. Bicycle helmets are known not to be safe against rock fall and are not tested to withstand rock fall impacts. The risk of rock fall may be higher than normal on certain sections of the 45SW Route. Participants accept all responsibility for any injury or damage occurring as a result, directly or indirectly, of geological or natural occurrences such as but not limited to rockfall when taking any section of the Route.

7) Participant experience. The current 45SW Route is not intended for Participants who are inexperienced cyclists. Experience of high Alpine weather, exercise at altitudes up to 3400m, high Alpine cycling, cycling on remote routes, loaded cycle touring and cycling on all kind of roads all over Europe (the 45SW route), without or with heavy traffic basic to high levels of technical difficulty as would be judged by the standards of an experienced cyclist is assumed and required from all Participants. Do not participate in the 45SW if you do not have experience in the activities described above.

8) Health and fitness. The 45SW Route is strenuous and is not intended for Participants who do not have a good standard of fitness when compared to normal measures of the general population. Riders must be suitably fit and healthy and able to cycle 200km or more in distance per day, with approximately 2500 to 10'000m of elevation gain in each 100km, whilst at altitudes of up to 3400m. The 45SW Route repeatedly links high tracks and cols with valleys and is not well-suited to those unprepared for high levels of elevation gain. Uphill sections may be up to but not limited to 50km in distance and average 7-15% gradient. Maximum gradients around 20% for distances of up to 1km are to be expected. Participants should expect to push or carry their bike uphill or downhill for periods of over one hour at times along the Route. Participants must understand that the Route is not expected or intended to be 100% rideable uphill or downhill. Participants should use personal discretion and experience to judge the risks to health, safety and reasonable passage time when taking any section of the 45SW Route.

9) Mountain weather. The 45SW Route passes through mountainous areas requiring Participants to be up till 2000m altitude for a varying amount of time on the Route. The weather at any point on the Route can change fast and temperatures can drop very quickly and sudden storms are a normal occurrence. Participants must know what to do in case of lightning storms. Cycling clothing may be inadequate against bad weather and Participants are advised to carry clothing suitable for mountain weather including a waterproof jacket with a hood, waterproof legwear, waterproof spare gloves plus a hat and additional insulated layers that retain warmth when wet.

10) Bicycle selection. Brakes must be suitable for safe stopping performance in wet conditions when the bike is fully loaded (safe stopping performance and any other aspect of cycle safety can be determined as defined in IS4120 EU safety standards). Previous experience of loaded touring on Alpine roads and off-road tracks is required for safety and judgement of cycle type or specification suitability for the 45SW Route. A Participant's cycle must be serviced and judged to be fit for purpose for mountainous off-road cycle touring, preferably via the advice of a qualified cycle mechanic. Brakes must be checked for safe performance and spare brake parts carried. Frames, forks, bars, stems and seat post and any load-bearing components that luggage is attached to should all be inspected for signs of damage, fatigue or cracks and tyres inspected for integrity before starting the 45SW. A failed structural component, brake or tyre could cause a fatal accident and Participants understand and acknowledge this general risk and take all responsibility for the safety and suitability of their cycle and equipment during Participation in the 45SW.

11) Laws of the road. Ensure you understand and comply with the rules of the road for cyclists in all countries the 45SW route comes through. This includes valid insurance for road use and complying with laws relating to road use at night – front and rear lights and reflective jackets or sashes are a legal requirement and you must ensure your equipment is legally compliant. There are also sections of unlit tunnel along the route that require front and rear lights to negotiate safely. The Authorities may need to see your insurance details or check your compliance with national or regional laws while cycling in the countries the route comes through.

12) Fatigue. Participants must cease riding and rest before their level of fatigue may create a risk of accident or injury to themselves or anyone around them.

Route Management

13) Recognised Route information. Current 45SW Route files, or the only 45SW Route files that are considered as current (known as 'current Route files' within this contract), are the direction guidance files and information sent by the 45SW to Participants in the same year as the 45SW event and preceding the 45SW event. Only files originating from the 45SW and sent directly to Participants in the same year as the 45SW event and preceding the 45SW event will be considered as related to the 45SW terms and conditions set out in this contract. Due to changes in conditions or options along the Route, do not use old route files from online downloads for Participation. Route files originating from the 45SW may be GPS maps, paper maps or text format cue notes or other formats.

14) Route information thoroughness. Information communicated in the 45SW Route files, including but not limited to 45SW-created GPS, Excel and PDF files and information on the 45SW website or any other media, including warnings of danger, notifications of route details or options, locations of food, water or shelter and any distances or other measures, are researched but are not exhaustive nor to be considered wholly accurate, complete or reliable in case of emergency or other needs. Other dangers, considerations for

safety, locations of supplies and other points of interest are self-evident in their existence and are to be assumed to exist and Participants are to use the Route files for general guidance only while using reasonable judgement and discretion to form decisions.

15) Route conditions. The 45SW Route is considered, as far as is possible by remote monitoring and reporting, plus occasional direct experience of the 45SW, in any useful period of time before the 45SW start, to be suitable for the manner of cycling as described in this contract at the time of publishing or distributing any 45SW Route files and any updates issued at the 45SW start. However, it is self-evident that route conditions can change suddenly and without notice or warning due to weather, geological events or road and throughfare management or closure by Authorities and Participants acknowledge this. The current Route files will not over-rule or take priority over good judgement related to safety, or requests made by Authorities, in the case of any change in conditions. Participants must use discretion regarding safety and suitability for route selection with personal safety and legal considerations such as rights of way as the primary concerns at all times. The 45SW accepts no liability whatsoever for Participants who pass road closure signs or take routes that have clear signs of damage due to weather or geological events, or are communicated by any means for example taped-off areas or signs, or by Authorities or anyone in any official capacity, to be closed to traffic for any reason.

16) Route format. Route information including but not specifically GPS files and cue notes for 45SW Route guidance along the suggested throughfares will be available on a server for download in advance to all who have entered the 45SW.

17) Route options. The 45SW isn't a single route or a one-course event. There are routing choices to be made from the 45SW Route options suggested. Options included in current Route files are intended for variety, convenience or safety in varying conditions only. The 45SW event format thus offers Participants the opportunity to make choices for variety, convenience or safety in varying conditions with Participant safety as the primary concern. Participants should use personal discretion and experience to judge the risks to health, safety and reasonable passage time when taking any section of the 45SW Route. Riders accept all responsibility for judging the suitability of any section of the Route or any Route option taken at any time with safety as the primary concern.

18) Route completion. There is no obligation or pressure assumed or intended from the 45SW or to be taken from other 45SW Participants to adhere to the 45SW Route for any reasons including but not limited to suggested benefits of completion or perceptions of Route completeness. No official completion, reward or recognition for any route taken is implied and the 45SW does not suggest, recommend or recognise any levels of completion save for the conditions described by clause 3 defining Participation in the 45SW.

Self-Reliance and 45SW to Participant Contact

19) 'Self-supported'. The 45SW is a self-supported event. Self-supported must be accepted and understood by Participants as a term commonly used in relation to some other past events and having the following definition: "A commonly recognised term among long-distance racing, Audax and Randonneur cycling communities, self-supported simply means 'do it all yourself' and is similar in ethos to a 'reliability trial' event. Self-supported event participants accept that no support or assistance is offered or implied by any organisers during the ride unless notified clearly in advance, and that all decisions for welfare are the participant's own and are made individually and voluntarily." No other clauses of this contract related to Liability or limitations of Liability are to be made invalid by any interpretation of this meaning.

20) Advice. Information or advice may be offered by the 45SW to Participants for transport, food, shelter or similar logistical considerations relating to 45SW Participation and any advice is offered and taken in the spirit of friendly guidance and cannot offer certainty to be relied upon or any guarantee of service quality or safety.

21) Offers during the 45SW. Any offers of support to Participants from the 45SW while on the Route are accepted by Participants to be made in the spirit of goodwill and wholly within the terms of this contract and no clauses in this contract are voided by any offers made by the 45SW and accepted by Participants. Offers made or services provided by other businesses during Participation are outside of the scope and validity of this contract and the 45SW accepts no responsibility for any losses or damages related to those offers made or services provided by other businesses.

22) Contact during Participation. Participants' email and mobile phone contact details as well as a second emergency contact numbers shall be provided to the 45SW for use during a reasonable period either side of the 45SW Participation only. This information is provided to the 45SW by a webform on the Swiss-BikeAdventure.com website and must advise the 45SW if any of these details have changed before the start of the 45SW. The 45SW use of Participant contact information is primarily to advise of Route conditions and related Route changes should those conditions present an unusual or serious risk to safety. Participants are advised and requested to assist in sharing any information received from the 45SW or other associate sources for any reason as far as possible among other Participants. The 45SW will provide contact information for the 45SW organiser/s for the duration of the 45SW that is to be used in important secondary-level situations only. Participants must carry a functioning phone that is able to operate on the number provided to the 45SW and know the number for emergency services and their location at all times.

The 45SW is not to be the first point of contact in an emergency – Police/1st Aid/Rescue/Fire Emergency Services as appropriate to the emergency situation are always the first point of contact. Participants in any emergency situations must communicate directly with Emergency Services in any situation that requires Police/1st Aid/Rescue/Fire Emergency Services.

Contact information in either direction between Participants and the 45SW is subject to phone signal reception that is not reliable along the Route and other reasonable practicalities and is provided for important but secondary-level use only. Availability of this contact information to the 45SW does not and should not be assumed by Participants to offer any guaranteed form of assurance to Participants in emergency situations. The 45SW does not track, follow or maintain contact with Participants along the 45SW Route in any way that can offer assistance. The 45SW also assumes permission and is granted permission by Participants to use contact information only during the 45SW Participation period for other reasons as may reasonably be required.

Images and Copyright, Data Protection

23) Image rights. Participants give permission that any images, written reports or similar information supplied by Participants to the 45SW for further promotion of the 45SW and/or the Participant via 3rd party media or the 45SW media channels may also be shared, with reasonable notice given by the 45SW to the Participant, with companies or associates clearly related to the 45SW. Participants may opt out of this clause only (clause 23) via email or in writing to the 45SW, without prejudice to any other terms in this contract. The 45SW will not share or pass any images or other copyrighted material with any companies not clearly related to the 45SW without prior request to the Participant and having received consent from the

Participant.

24) Data. Any data supplied to the 45SW for communication or contractual reasons related to the 2023 45SW will be maintained in a manner compliant with data protection rules and is not shared with any other company or organisation. Data provided by any party for communication needs is deleted at the end of December in the year of the 45SW that the supplied data relates to. Data provided by any party for contractual reasons may be stored as long as may be reasonably required for legal requirements related to that contract.

Trespass, Social Responsibility, Participation Ethics

25) Litter. Littering is illegal in all areas of the Route and not acceptable anywhere under any circumstances. Littering by Participants risks the future existence of the 45SW and Participants known or seen to be leaving or dropping litter at any point forfeit further Participation in the 45SW and any association with the 45SW from that time onward.

26) Leave no Trace. Participants in the 45SW agree to read, understand and adhere to the established outdoor code of Leave No Trace as detailed online with the addition of claus 25 of this contract which shall be additional to any advice related to, or overrule any advice conflicting with, guidance contained in the Leave No Trace principles.

I HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS OF THE ABOVE 45-SouthWest 2023 TERMS AND CONDITIONS.

FIRSTNAME _____

LASTNAME _____

CITY _____

COUNTRY _____

DATE OF BIRTH _____

EMAIL _____

I confirm I really have read, understood and accepted all terms of the above 45-SouthWest 2023 Terms and Conditions.

CITY, DATE _____

SIGNATURE
