

Minor Liability Release and Waiver Form Outdoor Interlaken AG

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|--------------------|-------|
| Participant | |
| Last Name: | _____ |
| First Name: | _____ |
| Date of Birth | _____ |
| Activity: | _____ |

| | |
|---------------------------|-------|
| Parent or Guardian | |
| Last Name: | _____ |
| First Name: | _____ |
| Telephone: | _____ |
| Address: | _____ |
| | _____ |

1. Conditions of Participation, Obligations of the Participant

Good health is necessary in order to take part in any Activities. The Participants are obliged to inform the Organizer of any possible health problems. Under no circumstances may Participants take part in the Activities while under the influence of alcohol, drugs, pharmaceuticals or any similar substances. The Participant is obliged to follow the regulations of the Conditions of Participation and agrees to strictly follow the instructions of the Organizer, the Mountain Guide and Helpers. If the Conditions of Participation are not fulfilled or if instructions are disregarded, the Organizer reserves the right to prohibit participation.

2. Insurance

The participant is not insured by the Organizer. The Participant is obliged to insure that he/she has sufficient health and accident insurance coverage (including sport coverage).

3. Appeals

Should the activity lead to appeals or damages, these are to be communicated immediately, in writing, to the activity leader (i.e. Activity Responsible), and these are to be confirmed in writing by the Responsible/Leader. The Activity Leader (i.e. Activity Responsible), however, shall not have the right to acknowledge Claims. The Activity Leader (i.e. Activity Responsible) will make every effort, within the confines of the program and the possibilities available, to remedy the situation. Should the situation not be remedied, or the Participant wishes to make damage claims valid, these must be received by the Organizer (via the Booking Point) within four weeks of signing the contract for the activity. The Participant's Appeal is to be accompanied by the confirmation of the Responsible/Leader as well as any other relevant evidence. Should the appeal be presented after the deadline of four weeks, or the appeal not be made clearly, in writing, at the time of the incident, all appeals will be deemed invalid.

4. Restrictions of Liability

The Organizer shall not be held liable for damages that have occurred due to slight fault of the Organizer or their Assistants. Should the Organizer lawfully transfer the execution of the activity to a third party, the Organizer shall not be held responsible for the Third Party's actions or neglect during execution the activity.

The Organizer will especially not be held responsible for damages which are caused by the actions or neglect of the Activity Leader should this conduct not fall under his/her contracted responsibility; as cause of actions of Third Parties; other Participants; the Participant (especially under point number eight); Acts of God; Natural Occurrences; Official Regulations; etc.; or damages caused by delayed return to the start point of the Activity.

Should the Participant not follow the instructions of the Organizer, Activity Leader, etc., all liability of the Organizer falls away.

5. Applicable Law and Area of Jurisdiction

Swiss law is applicable. The parties agree that the exclusive legal domicile is Interlaken.

6. Translations

The Customer agrees that these General Conditions, as well any other documents published by us have been originally drawn up in German. Although translations in other languages of any of the documents may be available, such translations may not be complete. Accordingly, you agree that in the event of any conflict between the German language version of the documents and any other translations thereof, the German language version shall always prevail.

Signature Participant

Date

Location

**Signature Parent
or Gaurdian**

Date

Location

