

## WAIVER

LIABILITY WAIVER AND RISK BEARING – PLEASE READ CAREFULLY AND INITIAL EACH PAGE

**Please read this document carefully, because by signing it you will waive specific legal rights. If you have any questions, we recommend that you contact a lawyer before signing the form. Fill in the spaces using capital letters and enter your name and signature at the end of the document as well as your initials on each page.**

In the present document:

A) The term "**mountain activities**" refers to: on and off-track skiing activities, namely alpine skiing, snowboarding, motorized vehicles assisted skiing (ie snowcat skiing, snowmobile assisted skiing), mountain climbing, climbing activities such as rock climbing, ice climbing, mixed fields climbing (ice-rock), downhill and gorge crossing using climbing equipment, caving, mountaineering and trekking activities, multi-day trekking, mountain biking.

B) The term "**water activities**" refers to: sailing, windsurfing, waveguide, sea kayaking, river kayaking, floating river rafting, autonomous diving, free diving (without oxygen tanks), marine cycling, open water swimming.

C) The term "**general outdoor activities**" refers to all activities related to "mountain activities" and "water activities" and includes - but not limited to - warm-up, preparation, training, guiding, instruction and entertainment.

D) The term "**transportation**" refers to: all forms of off-road and public roads or private roads and forest roads transportation, which are carried out with the privately owned vehicles of "WAYOUT ADVENTURES" with hired vehicles, ships, airplanes, private vehicles of participants, sailing boats, motor boats, snowmobiles and helicopters provided by WAYOUT ADVENTURES and are related in some way to 'mountain activities', 'water activities' and 'general outdoor activities', including – but not limited to: loading, unloading and traveling or movement about the above-mentioned transportation means.

E) The term "**harm**" refers to all forms of physical, mental and emotional harm or injury to anyone related to "mountain activities", "water activities", "general outdoor activities" and "transport"; including, but not limited to: death, injuries of all kinds, fractures, sprains,

wounds, dislocations, abrasions, bleeding, loss of consciousness, concussion, amputations, frostbite, hypothermia, psychological trauma, anxiety, phobias.

### **RISK BEARING DECLARATION**

I, the undersigned, ..... (Name, Surname-Caps) declare hereby that I know the potential risks involved in activities organized by the Private Capital Company named "WAYOUT ADVENTURES PCC" and the distinctive title "WAYOUT ADVENTURES", namely the above mentioned: a)"mountain activities" b)"water activities" c) "general outdoor activities", and d) "transport".

I know and accept that the above-mentioned activities, namely 'mountain activities', 'water activities' and 'transport', involve risks other than those normally associated with travel to land, air and water. I acknowledge and accept that "WAYOUT ADVENTURES" and its staff may fail to predict whether the terrain used is safe for the above activities, or whether an accident may occur. The morphology of terrain, in both land and water, used for the above activities involves many hazards and causes for accidents.

Examples include, but are not limited to, those risks associated with the following activities that may be caused either by natural causes or by third parties:

#### **A) In mountain activities**

The avalanche hazards, falling from rocks, attack by wild animals, rough or uneven ground and hiker falls are real and frequent in the alpine terrain used for skiing, climbing and "mountain activities" in general, and can be caused by physical forces or from skiers, mountaineers and hikers. Causes of accidents include ice or snow at the edge of a cliff, bumping into trees, gaps around trees, falling trees, brooks, rocks, stones, forest traps, holes and depressions on or below the surface of snow, steep slopes, cliffs, ice fall and rock fall, varying and difficult snow conditions, cracks, debris and other artificial constructions, contact or collision with another skier, hiker or climber.

#### **B) Water activities**

Drowning, hypothermia and dangerous situations caused by other boats and their owners are very common in the aquatic environment used for rowing and sailing activities and in general for water activities, and can be caused by natural forces or by the operators of vessels. Causes

of accidents include rushing water, revolving currents, rocks, submarine reefs, excavation ditches, dams, waterfalls, open water paths, waves, wind, tidal waves, overflows, underground streams, surfing collision, whirlpools and lightning.

### **C) During transport**

Accidents by vehicle rollovers or overloaded roof racks or trailer accidents, inexperienced drivers and hazardous driving conditions are a common occurrence in the type of transport used for general outdoor activities due to natural forces or human factor.

The negligence of the other participants and my unsuccessful attempt to carry out an activity are the cause of accidents for all the aforementioned activities.

I understand that the above activities may entail inherent risks of my injury, as this term has been identified under E). I understand that these activities take place in locations that are likely to be away from a hospital or unable to be transported to it. Nevertheless, I choose to participate in these activities, despite the increased risk to me, due to the possible distance from a hospital in case of injury. I undertake not to perform any of the above activities without using the necessary and appropriate equipment and without complying with the general rules of conduct of the activities.

I declare that I am participating in the above activities having full knowledge of the risks and unsafe conditions associated with them and I hereby declare that under my sole responsibility I am responsible for all the risks of my harm in relation to my participation in these activities, as well as for any injury or damage that my participation in these activities may cause to a third party, including **all risks of damage associated with them**, foreseeable or unforeseeable.

### **DISCHARGE OF LIABILITY**

I understand and agree that neither WAYOUT ADVENTURES, its directors, nor its executives, employees, drivers, trainers, independent contractors, agents, representatives, successors and assignees, volunteers who help it, rescuers, as well as sponsors, or any carrier or organization whose products may be used in carrying out the above activities, as well as any other potential involved party, employer or volunteer (hereinafter referred to as "Exempt Parties") may be held responsible or co-responsible in any way and at any degree whatsoever

for harm (including mental suffering and moral harm) that may arise to myself, to my family, to my heirs or persons authorized, or third parties as a result of my participation in the above activities or as a result of the negligence of any party, including the Exempt Parties, either indirectly or directly.

I declare that neither myself, nor my family, my heirs or persons authorized, are entitled to claims from the Exempt Parties, and will not file any lawsuits or claims against the Exempt Parties as a result of my participation in the above activities. I declare that I waive any claim against the Exempt Parties regarding any responsibility for any harm resulting from my involvement in the above activities, due to any reason, including the negligence of the Exempt Parties.

I understand that I am responsible for the equipment I will use in the above activities and I undertake to keep it in an excellent working condition, regardless of the source / supplier of my equipment.

I undertake to maintain my physical integrity and release the Exempt Parties from any liability for damages to material injury or personal injury I cause to a third party due to my participation in the above activities. I release the Exempt Parties from any liability for damages for any costs that may arise for medical expenses, research and rescue, evacuation, and litigation due to my involvement in the above activities.

I understand that the entirety of the terms of this document is contractual in nature and is not a simple description and that signing this document is at my own free will. In this way, I hereby waive any right to file a lawsuit and a claim for the above-mentioned causes as a result of my involvement in the above activities.

I declare that this agreement is valid and binding on my heirs, my relatives, the executors of my last will and testament, the rights-holders, the transferees and my agents in the event of my death, irreparable damage or injury.

I declare that any rights, duties and obligations between me and "WAYOUT ADVENTURES" are governed by and construed solely by the laws of the Hellenic Republic and no other legal order, and any dispute concerning me and "WAYOUT ADVENTURES" is exercised exclusively

within the boundaries of the Greek jurisdiction and is the exclusive jurisdiction of the Greek Courts.

I hereby declare that in dealings between myself and "WAYOUT ADVENTURES" and before any agreement has been entered into with it as well as at the beginning of this Statement, I have not been given and I am not relying on any oral or written assurance or statement from the Exempt Parties regarding the security in carrying out the above activities, other than those set forth in this Agreement.

I declare that I am an adult and legally qualified to sign this statement of liability in the presence of a witness or that I have the written consent of my parent or guardian to participate in the above activities under the terms of this exemption with whom they agree by signing in the presence of a witness. ....'s (SURNAME) intention is to exempt herewith all Exempt Parties as defined herein from any form of liability for personal injury, property damage or death, regardless of cause (causes include, but are not limited to, negligence of the Exempt Parties, whether indirect or direct).

I HAVE BEEN FULLY INFORMED ABOUT THE CONTENT OF THE PRESENT LIABILITY WAIVER AND RISK BEARING DECLARATION, BY READING CAREFULLY AND UNDERSTANDING IT IN FULL BEFORE SIGNING IT ON MY BEHALF AND MY HEIRS BEHALF.

(Name, Surname-Caps).....

ID Number.....Signature.....Date.....

(Name, Surname of Parent-Caps).....(for minors)

ID Number.....Signature.....Date.....(for minors)

Address.....Telephone Number.....

Witness (Name, Surname-Caps).....

ID Number.....Signature.....Date.....