



DISCLAIMER AND RISK/LIABILITY UNDERTAKING DECLARATION - READ CAREFULLY AND INITIAL EACH PAGE

Please read this document carefully because by signing it you are waiving certain legal rights. If you have any questions, we recommend that you consult a lawyer before signing the form. Fill in the blanks using capital letters and put your name and signature at the end of the statement and initial each page.

In the present document:

A) The term "**mountain activities**" refers to: skiing activities on and off the piste, i.e. alpine skiing, snowboarding, snowcat skiing, snowmobile assisted skiing, tours with mountaineering skis, climbing activities, i.e. rock climbing, ice climbing alpine mixed terrain (ice-rock) climbing, rappelling and canyoning using climbing equipment, caving, mountaineering-hiking activities, namely mountaineering, hiking, multi-day hiking-crossing, mountain biking

B) The term "**water activities**" refers to: sailing, windsurfing, sea kayaking, river kayaking, river descent with a multi-seater inflatable boat (rafting), autonomous diving, diving without "bottles", pedal boat, open water swimming.

C) The term "**general outdoor activities**" refers to all activities, which are related to "mountain activities" and "water activities" and includes - indicatively and not exclusively - warm-up activities, preparation, training, orienteering, providing instructions and entertainment.

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

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 "transportation", which include, but are not limited to: death, injuries of any kind, fractures, sprains, wounds, dislocations, abrasions, bleeding, unconsciousness, concussion, amputations, frostbite, hypothermia, mental trauma, anxiety, phobias.

RISK UNDERTAKING DECLARATION

The undersigned, (Full Name-CAPS) hereby declare that I am aware of the possible risks involved in the activities organized by the Private Company with the name "WAYOUT ADVENTURES PC" and the distinctive title "WAYOUT ADVENTURES", i.e. the above



mentioned: a) "mountain activities" b) "water activities" c) "general outdoor activities" and d) "transportation".

I understand and accept that the above-mentioned activities, namely "mountain activities", "water activities" and "transportation" involve risks beyond those normally associated with travel by 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 the terrain, both on land and water, used for the above activities includes many risks and cause for accidents.

The risks related to the following activities, which can be caused either by natural causes or by third parties, are indicated as examples, without being limited to them only:

A) Mountain activities

Hazards of avalanche, rock fall, wild animal attack, rough or abnormal terrain and hiker falls are present and common in alpine terrain used for skiing, mountaineering and generally "mountain activities", and can be caused by natural forces or by skiers, climbers and hikers. Causes of accidents are ice or snow on the edge of a cliff, hitting trees, gaps around trees, falling trees, streams, rocks, stones, forest traps, holes and depressions above or below the surface of snow, steep slopes, cliffs, falling ice and rock, variable and difficult snow conditions, crevasses, fences and other man-made structures, contact or collision with another skier, hiker or climber.

B) In water activities

Drowning, hypothermia and dangerous situations caused by other boats and their owners are frequent occurrences in the aquatic environment used for boating and sailing activities and water activities in general, and can be caused by natural forces or boat operators. Causes of accidents are rapidly rushing water, backwater holes, rocks, underwater reefs, depressions from excavations, dams, waterfalls, open water crossings, waves, wind, tidal waves, overflows, undercurrents, collision with surf, eddies, lightning.

C) In transportation

Vehicle rollover or overloaded roof racks or trailer accidents, driver inexperience and dangerous driving conditions are common in the type of transportation used for general outdoor activities and are caused by natural forces or human factors.

The negligence of other participants and people's unsuccessful attempts to perform an activity are the cause of accidents for all the above-mentioned activities.

I understand that the above activities may involve inherent risks of harm to me, as this term has been defined above under E). I understand that these activities take place in locations that may be far from a hospital or a location that makes transportation to one impossible. Nevertheless, I choose to participate in the above activities, despite the increased risk for me, due to the possible



distance from a hospital in case of injury. I commit to not perform any of the above activities without using the necessary and appropriate equipment and without observing the general rules for conducting the activities.

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I declare that I am participating in the above activities with an accurate awareness of the risks and unsafe conditions associated with them and I also declare that I hereby voluntarily assume responsibility for the entire risk of harm to my person associated with my participation in these activities, as well as for any harm or damage that my participation in these activities may cause to third parties, including **all risks of harm associated with them**, foreseen or unforeseen.

DISCLAIMER

I understand and agree that neither "WAYOUT ADVENTURES", nor its directors, officers, employees, guides, instructors, independent contractors, agents, representatives, successors and assigns, the volunteers who support it, the rescuers, as well as the sponsors, or any body or organization, whose products may be used during the conduct of the above activities, as well as any other possible involved, employee or volunteer (hereinafter referred to as "**Exempt Persons**"), may be held liable or jointly liable in any way and to any extent for the damage (including mental anguish and moral damage) that may occur to myself, my family, my heirs or assigns, 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 Persons, either directly or indirectly.

I declare that neither I, nor my family, or my heirs or assigns, have any right of claim against the Exempt Persons, and will not submit any lawsuit against the Exempt Persons as a result of my participation in the above activities. I declare that I waive any claim against the Exempt Persons from any liability for any harm as a result of my participation in the above activities, due to any reason whatsoever, including the negligence of the Exempt Persons.

I understand that I am responsible for the equipment I will use during the above activities and I undertake to keep it in perfect working order, regardless of the source/supplier of my equipment. I undertake to maintain my physical integrity and relieve the Exempt Persons from any responsibility for compensation for material damage or physical injury

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that I cause to a third person, due to my participation in the above activities. I relieve the Exempt Persons from any liability for compensation for any expenses that may arise for medical expenses, search and rescue, evacuation, and litigation, due to my participation in the above activities.

I understand that all the terms of this document are contractual in nature and not a mere description and that signing this document is of my own free will. I hereby waive all rights to sue and be sued for the aforementioned causes as a result of my involvement in the above activities.



I declare that this agreement is valid and binding upon my heirs, next of kin, executors, trustees, assigns and representatives, in the event of my death, injury or harm.

I declare that any rights, duties and obligations between me and "WAYOUT ADVENTURES" are governed by and interpreted exclusively by the laws of the Hellenic Republic and any other legal order, and any dispute concerning me and "WAYOUT ADVENTURES" is exercised exclusively within the borders of the Greek territory and is the exclusive jurisdiction of Greek Courts.

I declare that during my dealings with "WAYOUT ADVENTURES" and before entering into any agreement with it, as well as at the time of the commencement of this statement, I was not given and I do not rely on any verbal or written assurance or statement of the Exempt Persons regarding security during the above activities, except as defined in this agreement.

I declare that I am of age and legally competent to sign said release statement, 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 release, to which they agree by affixing their signature in the presence witness. It is the intention of (LAST NAME) hereby to relieve all Exempt Persons, as defined herein, from all liability for personal injury, property damage or death, regardless of cause (causes include but are not limited to the negligence of Exempt Persons, whether indirect or direct).

I HAVE BEEN FULLY INFORMED OF THE CONTENTS OF THIS DISCLAIMER AND RISK/LIABILITY UNDERTAKING, I HAVE READ IT CAREFULLY AND HAVE FULLY UNDERSTOOD IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

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(Full Name-CAPS)
ID number Signature Date (Name of parent or guardian-CAPS) (applies to minors only) ID number..... Signature..... Date(applies to minors only) AddressPhone
Witness. (Name-CAPS)
ID number Signature Date