

GENERAL DISCLAIMER

We invite our clients to carefully read this document which is for registration of the activities organized by Mmove® by Friends of Arco S.r.l. implying the automatic acceptance of the general conditions mentioned below. Mmove® by Friends of Arco S.r.l. reserves the right to make any changes to its disclaimer at any time and to the legal notes published on this page. The client is held responsible for verifying the contents of the disclaimer and the legal notes each time they go on to the site, insofar as the use of the site and the participation in the activities organized by Mmove® by Friends of Arco S.r.l., implies the automatic acceptance by the client of such variations, once the eventual variations to the disclaimer and to the legal notes have been published.

Mmove® by Friends of Arco S.r.l. makes every reasonable effort, in view of its risk management policy in connection with the activities organized, so that such risks are reduced to within acceptable limits. Despite this, the very nature of the activities, excluding at its root the possibility of controlling all sources of danger, carried out as they are by Mountain Guides throughout the world and as such accepted by the clients who take upon themselves the relative responsibility.

Mmove® by Friends of Arco S.r.l. cannot guarantee nor assume any responsibility as a result of carrying out such activities, even if involving minors, the disabled or other subjects with learning difficulties. In the case of this disclaimer and its legal notes having been read and accepted by the client who is parent or guardian, please note that this also implies the assumption of responsibility regarding the evaluation of their suitability with regard to their educational and psycho-physical profile for taking part in the chosen activity, as well as what is indicated in the specific disclaimer which we submit to you to read with great attention in the interests of your children.

The clauses inserted are not intended to avoid respect for prescribed requirements under current legislation, nor to exclude the responsibility for the cases which cannot be excluded in accordance with current legislation, but only to clarify the content of the relationship and obligations for which each side is reciprocally responsible.

For any eventual dispute in connection either with the present site or the proposed activity, or any other subject, between the client and Mmove® by Friends of Arco S.r.l., the client accepts the exclusive jurisdiction of the Court of Rovereto (TN).



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SPECIFIC DISCLAIMER

Cycling Activity.

A bike tour involves the use of a mechanical vehicle in an environment which varies from: asphalt road, dirt road or path. Depending on the choice/preference of the terrain the bike will change and consequently also the type of clothing and protections required.

The alternatives can be:

Racing bike: Used on asphalt roads which can be very busy (for e.g. the tour of the lake) or else not so busy (secondary roads or cycling path).

Mtb: Used mainly on dirt roads, paths or fire lines.

The risks entailed are typical of riding a bike, and they vary depending on which area the tour is carried out on. On the road the danger could be mainly colliding with other cars or falling on to wet and slippery asphalt, on a mountain bike the possibility of uneven terrain and technical sections are added to the risks. In both case the dangers increase or decrease in proportion to the difficulty of the chosen itinerary.

What you need to know:

Characteristics of the activity and specific risks with adequate mitigation measures.

To tackle a bike tour, it is mandatory to wear the specific gear made available.

The fundamental protection required, without a doubt, is a helmet, it protects from falls and crashes into vehicles or obstacles which can be found along the itinerary.

Essential personal clothing and gear.

Every participant is required to wear the following equipment: bike shoes with or without clips or sturdy gym shoes (no open sandals are allowed), clothing which is comfortable to cycle in, t-shirt and sweatshirt, rain jacket. In case the bike route is very long it is best to bring a change of clothes. We recommend the use of sun glasses and cycling gloves.

General cautionary information.

Before starting the activity, the guide will carry out a brief explanatory meeting during which specific information on the bike tour will be given, including recommendations on the gear supplied and how to use it and how to act safely. Participants must collaborate and follow all indications.

Optional Equipment.

Back pack with extra t-shirt, water and snack; camera or action camera. If you choose a MTB Tour which follows enduro or DH tracks we recommend wearing a full face helmet as well as knee, elbow and back protective pads.

A minimum level of physical preparation and technical ability is required for the type and duration of the activity.

Except for some itineraries (for e.g. Torbole-Arco cycling path or short and flat sections), participants are required to be in good physical shape and have a minimum amount of experience (request which obviously is directly proportional to the difficulty of the tour chosen). It is important not to abuse drugs and alcohol.

P.S if one chooses an E-bike tour it is obligatory before setting off on the tour to try the bike, following the guide's advice, to become familiar with its initial thrust to avoid being unprepared and risk falling off.



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I, the undersigned, having chosen to participate in the activity booked by me:

- I declare to have attentively read the disclaimer together with the specific document containing detailed information regarding the activity booked and the manner in which this activity will be carried out by the Mountain Guides of Mmove®,
- I also declare to have fully understood the contents of the disclaimer together with the specific document and to confirm I wish to participate in the above mentioned activity in the manner described in the documentation;
- I declare to be aware of the fact that the activity which I have agreed to take part in involves taking risks, only partly minimised by the presence of a Mountain Guide. Nevertheless, I am aware of the remaining risk, which can never be completely eliminated and I agree therefore not to bring any action against the Mountain Guides and/or the organisation in case of accident;
- I agree and oblige myself to scrupulously abide by all the rules, instructions, indications, warnings given to me by the Mountain Guide, before, during and after the activity until return to base, and to abstain from any personal initiative, collaborating at all times for the successful outcome of the activity according to what was indicated and/or requested;
- I also agree from now on to accept and not question any eventual decisions by the Mountain Guide, to postpone, suspend or change the excursion, recognizing forthwith the validity of the motive for such a choice;
- I agree and am obliged to take with me adequate clothing as described in the specific document, and also to wear and use all the material and equipment which the Mountain Guide gives me, following all the indications and instructions given. I declare I am aware of the risks arising from the use of the gear, which must follow the indications given but still under my own responsibility. I also agree to reimburse any possible damage caused by the improper use of the material supplied by the organization;
- I also declare that I have adequate experience for the activity I have registered for, am of sound health and not affected by any physical pathologies which could influence the successful outcome of the activity or could prevent me from carrying out the activity or be worsened by the activity and/or cause the Mountain Guide to adopt any specific measures and provisions. In which case, I agree to make direct contact with the organization at least 48 hours beforehand in order to permit Mmove® to accept/refuse/modify my booking.
- In any case, I agree to accept the evaluation by the Mountain Guide as to my suitability or not to take part in the activity and/or the means to deal with any part of it;
- I am aware that during the transfers by minibus of the organization it is obligatory to fasten seat belts and indemnify Mmove® from the payment of any eventual fines from omitting to do so. I declare that I do not hold Mmove® responsible for the theft or loss of any personal property left on board the organization's transport.
- I agree forthwith to the publication and use for publicity and/or promotional purposes on the part of Mmove® of any video or photographs taken during the activity and depicting me. I agree not to use/divulge/circulate photographs/ videos taken by me during the activity and depicting third parties/other participants without the permission of those involved;
- I also confirm that I authorize the management of my personal data under the terms of Legislative Decree No.196 of 30 June 2003



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