



Liability waiver

By registering to the Re-Trail each participant, being aware of the criminal consequences that one may suffer in the case of false declarations as per Articles 46 and 76 of Presidential Decree 445/2000 (Italian Law), hereby DECLARES:

- to have read and accepted all the rules and regulations.
 - to have understood that the Re-trail event is non competitive and there won't be rankings, just the finishers list.
 - to be in the required physical condition necessary to undertake the extended physical effort of participating in the event
 - to provide a valid medical certificate for high intensity psychical activity according to italian laws DM 18/02/1982 and/or DM 26/04/2013
 - to have previous experience of using a GPS device and of riding on off-road routes including routes not indicated.
 - to be aware that off road biking involves inherent risks; parts of the route can be particularly rough or off camber and include sections requiring a prerequisite biking skill, and to be aware that some points, where it is too dangerous to ride, must be attempted on foot.
 - to be capable of dealing with difficult stretches (technical climbs, sections that need to be walked, steep drops, stream crossings, shores and banks of streams, trails with steep slopes both up and down, etc.) and to be able to ride without causing danger to both oneself and to other cyclists.
 - to not use doping substances
 - to have the right equipment needed to face this kind of event
 - to be aware of the possibility of inclement weather during the ride, to have previous experience of riding in such conditions, and to have the knowledge and experience to orientate oneself in such conditions in uninhabited areas.
- to consent to the use of their data, even for commercial purposes, in accordance to the

provisions of the Privacy Act no. 196 of 30/06/2003.

to assign and grant the right and permission to the organisers of the Re-Trail to use and publish any photographs/film/video/electronic representations and/or sound recordings of the participant for any future Re-trail activity. The participant hereby releases the organisers from any and all liability from such use and promotion. The participant hereby authorises the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said still or moving representation and/or sound recordings without limitation at the discretion of the Re-trail organisers. The participant specifically waives any right to any compensation they may have for appearing in any photographic, film, video, electronic representations and/or sound recordings for the event promotion.

to have read and understood the itinerary of the route and the P.O.I

to be fully acquainted with the rules of the Highway Code and committed to respect them and avoid any violation.

UNCONDITIONALLY AGREES the FOLLOWING:

that the path is not signalized and the suggested path can be identified only by the use of GPS track provided to each participant;

that is not a competitive race, but a bike packing event

that participation in the event is at the riders own risk.

that there is no health care service, food or mechanical services provided by the organisers.

that there is no obligation of the organisers to oversee the roads crossed by participants.

the ASD organiser “Beriv Multisport“ is not a professional organiser, but one that acts only for recreational purposes and not for profit, (1174 Italian Civil Code); and that to participate in the Re-trail is always by choice and for recreational purposes and not for profit. It follows therefore that the aforementioned ASD organiser is free from any liability related to the event “Re-trail”. It is also indemnified from any responsibility regarding occurrences to the participants during the event such as: accidents, loss of the route, physical problems, accidents, theft etc. It follows therefore that the Re-trail is intended as a mere meeting in spontaneous participation and of independent tourists or amateurs embarking in free and personal excursion.

All participants who took part in the Re-trail renounce taking any legal action of any kind against ASD organiser mentioned above, recognising that it is not a professional association, that it works for solely recreational purposes (according to Article 1174 of the Civil Code).

For all disputes arising between the parties from this contract the Italian original text is valid.