

## LIABILITY RELEASE

### ACCEPTANCE OF RISKS & ARBITRATION CLAUSE

4\*FWQ Open Faces Obergurgl Hochgurgl 2019

<b>Name:</b>	
<b>Street:</b>	
<b>Postal code/ village:</b>	
<b>Email:</b>	<b>Phone:</b>
<b>Date of birth:</b>	
<b>Emergencycontact: Name:</b>	<b>Phone.:</b>

**participant in the 4\*FWQ Open Faces Obergurgl Hochgurgl 2019 taking place on 06th of april 2019,**

on behalf of myself, my heirs, assigns and personal representatives hereby waive, release, forever discharge, indemnify and hold harmless FWT Management SA and Mountain Sports Organization SA, their Directors(s), their employees and other ancillaries, mountain guides, proxies and representatives from any and all claims including but not limited to claims for bodily injury, property damage or death arising directly from my participation in the competition above due to any fault or negligence save for fraud or willful misconduct.

**Consequently and pursuant to the arbitration clause below, on behalf of myself, my heirs, assigns and personal representatives I waive any legal action and undertake not to file any civil or criminal suit against FWT Management SA and Mountain Sports organization SA, organizers of the event, nor against their Director(s) and/or employees and other ancillaries, mountain guides, proxies and representatives (including other participants in the event) and not to charge any of its contracting parties (save from harm caused by fraud or willful misconduct).**

I am fully aware of the risks associated with the event above and acknowledge that only I can evaluate my capacity to face them. Thus, I state that I participate in the event free of any constraint, based on my own assessment of the risks and dangers resulting from my participation.

I expressly acknowledge and declare that my decision to participate implies the acceptance of the risks inherent in the event, that I have a perfect knowledge of such risks and that I am in a position to assess them in view of my position as professional snowboarder/skier and of my experience of mountain sports.

In particular, I declare that my participations results from my personal assessment of the snow conditions in the area of the race and implies that I consider them as satisfactory.

**I expressly declare that I am aware of the fact that a fall may lead to serious bodily injuries and even death. Therefore, I acknowledge and declare that my attention has been drawn on the fact that at any time I may refrain from participating in the event, without prejudice, on the basis of my own assessment of the risks and that in such a case, FWT Management SA Mountain Sports Organization SA shall treat me in the same manner as other having taken part to the event.**

**I expressly declare that the sports activity described herein, is, by its nature, inherently dangerous and may result in injuries including serious bodily injury and/or death which no amount of care, caution, instruction, supervision, or expertise can eliminate.**

**I acknowledge and declare that I am fully aware of the fact that the risks inherent to this type of event are only partially under the organizers control and that in this very case it is impossible to guarantee the absence of risks and that, whatever the measures taken by the organizer, the latter is not in a position to avoid all possible harms.**

I acknowledge that my attention has been particularly drawn on the following:

- **Avalanches:**  
Avalanches may frequently occur in the mountain area where the competition shall take place. They are due to a natural phenomenon when the snowfall is deep in a particularly steep slope. They may also be due to the weather changes and the instability of the slopes and snow cover.
- **Snow cover:**  
Whatever the snow cover on the mountain, numerous rocks may show just beneath the surface of the snow and may cause the fall of the rider and/or bodily injuries due to a fall, even death.
- **Helicopter ride:**  
The risks inherent to such a ride may be increased in the area of the mountain due to winter conditions.
- **Weather conditions:**  
They can vary from one extreme to another and are subject to rapid and unforeseeable changes.

I represent and warrant that I am in the physical condition to participate in the event, free of any pre-existing problem or condition which could affect my participation.

**I represent and warrant that I am specialized in snowboarding/skiing in extreme conditions, that I am able to ride on slopes the steep of which is over 45° with possible fatal consequences in case of a fall and that I am able to assess by myself the risks resulting from my participation.**

Choice of law and arbitration clause

I acknowledge and agree that this release be subject to Swiss law.

On behalf of myself, my heirs, assigns and personal representatives I acknowledge and agree that:

- Any claim or dispute pertaining to the validity of this release or arising from fraud or willful misconduct shall exclusively be subject to arbitration pursuant to the **Swiss intercantonal arbitration Concordat (concordat intercantonal sur l'arbitrage, CIA)**;
- The seat of the arbitration shall be in **Martigny (VS), Switzerland**;
- I shall designate my arbitrator by choosing a name among the judges of the ordinary court of Martigny;
- So shall my opposing party;
- Once designated, the party-appointed arbitrators shall unanimously elect a Chairperson;
- **articles 176 et seq. of the Swiss international private law Act are expressly excluded**;
- **The arbitration proceedings shall be subject to the rules of cantonal arbitration procedure**;
- (this arbitration clause shall be the sole remedy for any dispute arising between me, the participant, and the organizer of the event, FWT SAM
- I waive the right to file any legal action against FWT SA, its Director(s), its employees and other ancillaries, mountain guides, proxies and representatives in or before a civil court or agency, except to enforce an arbitral award.

(I acknowledge and agree that any provision or portion of this release found to be invalid by the arbitral tribunal shall be invalid only with respect to such provision or portion thereof, and then only to the extent necessary to avoid such invalidity and that the offending provision or portion shall be modified to the maximum extent possible to confer upon the parties the benefits intended.)

**I finally acknowledge and declare that I am above 18, that I have carefully read and fully understood all terms of this release before signing it and that I accept that said release binds me, my heirs, assigns and personal representatives.**

Signed in Obergurgl Hochgurgl on 05<sup>th</sup> of april 2019

Signature: \_\_\_\_\_