

TERMS AND CONDITIONS OF PARTICIPATION

YOUNG EXPLORERS SUMMER / WINTER & AUTUMN CAMPS

1 SCOPE OF TERMS AND CONDITIONS

- 1.1** These terms and conditions govern your participation in the Young Explorers Camps (the "YEC"), run by Horn & Co Sàrl ("H&C"), a Swiss limited liability company. Full details of H&C can be found at the end of these terms and conditions.
- 1.2** YEC includes Summer, Autumn and Winter adventure camps, through the year at pre-scheduled dates ("YEC Camps")
- 1.3** These terms and conditions form, and you hereby agree that you are entering into, an agreement with H&C.
- 1.4** Participation in the YEC is only permitted if this agreement is entered into between you and H&C; if you are under 18 years of age, parental consent must be granted in the membership application form. Failure by minors to provide parental consent when required by H&C will give H&C the right to terminate this agreement.

2 PARTICIPANT'S DECLARATION

- 2.1** You agree to be bound by these terms and conditions for your participation in the YEC. You acknowledge that participation in the YEC is not possible without validly entering into this agreement on these terms and conditions.
- 2.2** You acknowledge that participation in the YEC involves inherent risks of accidents and injury, even if you comply with the directions of H&C, its staff or contractors.
- 2.3** Participation in the YEC is at your own risk.
- 2.4** You confirm without reservation that you are in a good physical condition to participate in the YEC Camps
- 2.5** You agree that you shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with your participation in and/or attendance at the YEC and shall have in place an appropriate and valid travel insurance policy. Without prejudice to the generality of the foregoing, and in the event that you will participate in the Expedition, such insurance policy should include adequate cover in respect of travel to locations with extreme weather conditions and activities such as (but not limited to) hiking, running, skiing, ski touring, snow shoe hiking, sailing, mountain biking, abseiling, mountaineering, rock climbing, canoeing, rafting and canyoning.
- 2.6** You confirm that you will neither use during participation nor bring along to the YEC any drugs or impermissible performance enhancing substances or other substances that are illegal under statute. H&C reserves the right to refuse attendance at, or participation in, the YEC by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 2.7** You confirm that you will not publish or post to any website or other media operated by the H&C or related to H&C or the YEC any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. H&C will have the right to

remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this clause 2.7.

- 2.8** You agree at all times whilst you are participating in the YEC to abide by the reasonable directions of H&C, its staff or contractors and to behave appropriately and to sign any additional document that may be required for the proper management of the YEC.

3. ORGANISATION OF THE YEC CAMPS

- 3.1** H&C organises the YEC Camps and appoints all supervisory staff/leaders, medical personnel and/or selectors for the YEC in its sole discretion.
- 3.2** You will be responsible for the cost of your journey to and from the designated pick-up locations for any element of the YEC Camps. Your journeys to and from such locations shall be entirely at your own risk.
- 3.3** Individuals who do not comply with these terms and conditions will not be accepted or eligible for participation in the YEC. It is your sole responsibility to ensure compliance with these terms and conditions.
- 3.4** H&C reserves the right to terminate or amend camps (or any part of it) due to circumstances outside its control.
- 3.5** Subject to clause 6 below, under no circumstances will the H&C be in any way responsible for injuries or damage suffered or caused by participants.

4. YOUR HEALTH

- 4.1** Subject to clause 7 below, in order to ensure the smooth administration of first aid and medical assistance in the case of an emergency, you authorise any first aid treatment or medical treatment needed as well as the necessary transport in relation to any such accidents, injuries or illnesses.
- 4.2** You shall be responsible for the costs of any such treatment or transport.

5. YOU, YOUR PICTURE, YOUR NAME,

- 5.1** H&C reserves the exclusive right and licence throughout the world (and you hereby grant H&C such exclusive right and licence) to interview and/or photograph and/or film you at the YEC Camps (or subsequent to the YEC Camps as H&C may reasonably require) and to the unlimited use (at H&C's discretion) in all current and future media (including without limitation, print, audio, audio visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD- ROM or DVDs) of your name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of you, and any biographical or other information or data related to you, in connection with the production, advertisement, marketing, promotion or sale of YEC products and/or services and/or the promotion, marketing or advertisement of the YEC and/or the H&C brand(s).

6. LIABILITY

- 6.1** H&C shall be liable to you for damage or injury to life, body or health which is the result of negligent or willful breach of any obligation on the part of H&C.
- 6.2** Any liability on the part of the H&C is otherwise excluded to the maximum extent permitted by law.

7. INDEMNITY

7.1 You irrevocably agree to hold harmless, indemnify and reimburse H&C from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by H&C to any person (including you and/or any of your insurers) in connection with any accident, loss, damage or injury (including death) arising out of your attendance at and participation in the YEC or any part thereof (except where any such injury or death is caused by the negligence of H&C or any of its employees).

8. DATA PROTECTION

- 8.1** You acknowledge that all personal information (including “sensitive” personal information relating to race, ethnic origin, physical health, and other matters covered by data protection legislation) provided by you or gathered whilst participating in the YEC for the purposes of the YEC may be stored electronically or otherwise, and processed for the purposes of and in connection with the YEC by employees, agents and contractors of H&C in accordance with current data protection legislation, guidelines and practices.
- 8.2** Without prejudice to the generality of clause 6.1 above, you specifically consent to the collection of data relating to your physical health by H&C (or by a third party on H&C’s behalf) pursuant to the Fitness Tests to be carried out at the YEC Camps. You further acknowledge that such sensitive personal data will be shared among all members of the H&C team and you consent to this.

9. GENERAL

- 9.1 This agreement between you and H&C shall be governed by the laws of Switzerland whose courts shall have exclusive jurisdiction to hear any disputes arising in connection with it.
- 9.2 If any provision in these terms and conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions shall continue to be valid and enforceable.
- 9.3 The laws of Switzerland govern these terms and conditions.

Horn & Co. Sarl
Route des Monts Chevreuils 74
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Switzerland.

PARTICIPANT DECLARATION

In return for the opportunity to participate in and become a member of the YEC (or any part thereof), I agree to the above Terms and Conditions.

Parent/Legal guardian Signature: _____

Name (print): _____