



Terms and Conditions

1 ARTICLE 1: BACKGROUND

- 1.1 The below is relevant to the MacEverest event taking place in described location as per website, www.maceverest.co.uk ("The website"). The events are operated by Alison Fell.
- 1.2 Subject to the Conditions of Entry set out in Article 3, anyone over the age of 20 years of age can compete in the Event.
- 1.3 The concept of the event is simple: individuals leave the starting line and ascend the mountain via the gravel mountain road to the chairlift then descend the mountain via the chairlift up to 28 times to 'summit' the same number of ft in height as Mount Everest. Participants must provide their own gear, clothing and food to the extent required by the event and will be provided with a ration of water.

2 ARTICLE 2: RULES AND REGULATIONS

- 2.1 These Rules and Regulations also form the Terms and Conditions. They govern entry into the event.
- 2.2 You must read these Rules and Regulations carefully prior to registering for the Event. You may only register and enter the Event if you have read, understood and agreed with these Rules and Regulations. These Rules and Regulations represent a legally binding agreement between you and Alison Fell, (referred to in these Rules and Regulations variously as "the event", "the Company" "we", "us", and "our").
- 2.3 Every participant must sign a copy of these Rules and Regulations, together with the Liability Waiver and Image / Intellectual Property Release before being allowed to complete the Event. In addition, every participant must sign all the Mandatory Forms, as specified by The Company, and provide all required information, including but not limited to, the competitor's emergency contact information and medical information. **Upon registration and purchasing your ticket you have agreed that your entry and payment constitute your agreement with these rules and regulations, including the liability waiver and image/intellectual property release.**

- 2.4 The Company has complete discretion in applying these Rules and Regulations. These Rules and Regulations may be modified by The Company at any time without notice. The revised Rules and Regulations will be posted on the MacEverest website, www.maceverest.co.uk, (the “Website”) as soon as reasonably practicable. Participants will be solely responsible for familiarising themselves with the most up to date version of these Rules and Regulations of the Event at any given time.

3 ARTICLE 3: CONDITIONS OF ENTRY

- 3.1 The Company reserves the right, in its sole discretion and at any time, to refuse to allow you to enter or participate in the Event, or to withdraw or cancel your offer of a place in the Event from you. The Company is under no obligation to provide you with any reason whatsoever for such refusal or withdrawal. The Company may also (but is under no obligation to) offer you a place in a future Event in circumstances where entry into or participation in the Event has been refused.
- 3.2 You must be 20 years of age or older by the Event start date to compete in the Event. You may request special permission to compete in the Event if you are under the age of 20. All requests will be assessed on an individual basis and the decision of The Company in this regard is final and binding.
- 3.3 You acknowledge and agree that the Event may take part in a remote area of the world, where everyday facilities and comforts to which you may be accustomed are unlikely to be available. You are expected to possess basic outdoor survival skills such as familiarity with outdoor gear, backpacking and common sense. You are not required to possess any technical navigational skills to take part in the Event.
- 3.3 You acknowledge and agree that competing in the Event will be physically demanding, and that you are aware of the nature of the Event and that there are medical and physical risks associated with the Event. You are solely responsible for your own training and preparation for the Event. By applying to participate in the Event, you warrant that you are physically capable participate in the Event and agree that (subject to Article 8 below) The Company, its employees, agents, affiliates, sponsors and/or medical advisers are not responsible or liable in the event of your death, or for any injury or illness that you may suffer as a result of or in connection with your participation in the Event.
- 3.4 You acknowledge and agree that you are responsible for obtaining and taking all necessary inoculations and medications (and have taken them in accordance with your doctor’s instructions) relevant to location where the Event is held (the “Host Country”). You also acknowledge that it is your sole responsibility to carry your personal medications with you throughout the Event. The Company’s First Aid support staff will not be able to, nor will it be liable for failing to, supply personal medication during the Event should a competitor fail to carry his or her own.
- 3.5 You acknowledge and agree that endurance hiking of the kind contemplated by the Event entails the real risk of serious injury or even death from various causes including equipment

failure, dehydration, fatigue, collisions or incidents involving other participants, spectators, other road users and/or vehicles, aspects of the course or bad weather conditions and other causes.

- 3.6 You agree to inform The Company on application of any pre-existing illness from which you suffer that may affect your performance in the Event or for which medical treatment may be needed. In addition, you agree to inform The Company, both on application and thereafter, as the need arises, of all medications that you are currently taking or will be taking while you are participating in the Event.
- 3.7 The Company will provide a First Aider to support participants throughout the duration of the Event. You give permission to medical support staff to make decisions concerning medical care and treatment, and where necessary to authorise such care and treatment in emergency situations. You understand that Event staff will make every reasonable effort, in the circumstances, to reach your emergency contact (if you have supplied one to us prior to the Event) regarding your medical status in the event an emergency arises.
- 3.8 You acknowledge that the Event operates in very remote areas of the Host Country which may not be supported by local hospitals, and that transportation to the nearest hospital may take several hours or longer. You further acknowledge that the event is in a remote area of the country where emergency evacuation may be seriously delayed or in some cases not available.
- 3.9 The Company and her Event Organisers reserve the right, with or without consultation of a doctor, to stop and use such force as is necessary to restrain you from starting or continuing the Event.
- 3.10 By agreeing to these Rules and Regulations and applying to participate in the Event, you affirm that you have the understanding and mental capacity to communicate health care directives for yourself and that you are fully informed and understand the full import of the consents given by you to medical support staff in this regard.

4 ARTICLE 4: CODE OF CONDUCT

- 4.1 You must immediately and respectfully comply with any direction or decision of the Event Organisers and the medical support staff. Any failure to do so may result in removing you from the event
- 4.2 You must at all times throughout the Event, abide by the Host Country's laws, and behave in a respectful and considerate manner to local people, and to other people involved in the Event (including fellow participants, Event Organisers and medical support staff).
- 4.3 You are solely responsible for your own conduct and behaviour, as well as for your own knowledge of and compliance with all applicable laws and regulations of the states or countries in which the Events are held. The Company is not responsible for your conduct or behaviour, compliance (or non-compliance) with, any of the laws or regulations of the states or countries in which the Event takes place.

- 4.4 Your behaviour throughout the Event must not prejudice the progress of the Event, or the safety or wellbeing of any other person involved in the Event (including fellow participants, Event Staff and the medical support staff).

5 ARTICLE 5: ENVIRONMENTAL RULES

- 5.1 The Event takes place in a remote and pristine area of Scotland. It is therefore imperative that participants leave no trace. The Rules of this minimum impact policy apply to everyone associated with the Event, including participants, staff, volunteers, film crews, press and sponsors.
- 5.2 Litter — Absolutely no litter of any kind, including for example water bottles, caps from water bottles, energy bar wrappers shall be left on the course or anywhere in Glencoe Mountain Resort except in the designated litter containers. If you are found to have littered the course you will be asked to leave the event. All litter is to be carried to the litter bins provided at Glencoe Mountain Resort.
- 5.3 Tread Lightly — If you encounter plant foliage, do not step on it. Do not pick flowers, cut walking sticks from or otherwise damage the vegetation. Do not light any fires anywhere. If there are unique rock formations, do not touch, disturb or deface the rocks. If you encounter any unique rocks, ancient ruins or fossils, do not remove them from their location.
- 5.4 Campsites — At the event campsite, basic camping techniques shall be employed. Leave no trace at your campsite.
- 5.5 Toilets — Please use the toilet facilities provided in the resort centre or at the chairlift hut. When out on the course, all human waste and toilet paper must be buried between 15 and 25 cm below the surface and at least 100 meters from the chairlift/start point of the event, campsite, course, residential home, or ancient ruin.
- 5.6 Any breach whatsoever of these Rules will result in removal from the event, at the discretion of the Event Organisers.

6 ARTICLE 6: BOOKINGS AND PAYMENT

- 6.1 To participate in the Event, you must first:
- (a) Pay the entry fee for the Event in accordance with the instructions given on the Website (you will not be eligible to compete in the Event until we have received full payment of the entry fee and the funds have cleared);
 - (b) Sign and submit to us the Liability Waiver; and
 - (c) Sign and submit to us the Image / Intellectual Property Release; and

(e) Complete and return all of the Mandatory Forms as specified by The Company either to you directly or as on the Website and registration platform.

The Company reserves the right to withdraw the offer of a place in the Event and (if already received) not refund you the entry fee for the Event if it does not receive the documentation specified in 6.1 within 5 days of the start date of the Event.

- 6.2 You are solely responsible for obtaining and complying with all specific passport, visa and immigration requirements associated with travelling to and entering the Host Country and competing in the Event.

You should check and confirm the relevant passport, visa and immigration requirements with the relevant Consulate/embassy for the Host Country prior to completing the application form. The Company does not accept any responsibility for, and will under no circumstances be liable (including, without limitation, for providing a refund of the entry fee for the Event) if you cannot travel to the Host Country for any reason, including without limitation your failure to obtain a visa, or if you are otherwise unable to compete in the Event because of your noncompliance with any passport, visa or other immigration requirements.

7 ARTICLE 7: WITHDRAWAL, CANCELLATION OR ALTERATION

- 7.1 You may withdraw from the Event at any time, subject to the following provisions of this Article.

(a) Entry fees are 100% non-refundable for the MacEverest event. Any additional purchases (e.g. hotel bookings) are non-refundable.

(b) Entries may be transferred to friends up to 4 weeks before the start of the event and can be managed by contacting info@maceverest.co.uk.

(c) There is a £25 administration fee for all transfers

- 7.2 The Company reserves the right to withdraw the offer of a place in the Event to you for any reason and at any time. In such circumstances, we will provide you with a full refund of the entry fee for the Event.

- 7.3 The Company reserves the right to:

- (a) Modify the Event format;
- (b) Change the dates of the Event; or
- (c) Cancel the Event.

We will only exercise these rights due to circumstances beyond our control (including, without limitation war, riot, industrial dispute, terrorist activity and its consequences, changes in immigration or entry controls, natural or nuclear disaster, fire, epidemics or health risks, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transport by the transport supplier such as flights by airlines or main charterers, the alteration of transport or transport types, adverse weather conditions (actual or threatened), and technical failure with transport).

- 7.4 If we change the dates of the Event in accordance with Article 7.3 (b) and you are unable to attend the new dates, we will endeavour to reimburse you the entry fee for the Event in full other than where the Company has incurred costs and expenses that it is not able to recover itself. In this scenario, a 100% refund in the form of an event credit will also be issued.
- 7.5 If we cancel the Event in accordance with Rule 7.3 (c), we will endeavour to reimburse you the entry fee for the Event in full other than where the Company has incurred costs and expenses that it is not able to recover itself.
- 7.6 Except as set out in Rules 7.4 and 7.5, The Company, will not have any liability to you for the rescheduling or the cancellation of the Event.
- 7.7 Pregnancy deferral policy. A person who obtains a pregnancy entry deferral will be granted a 100% event credit which is valid for 3 years. To obtain this a participant must; submit a pregnancy deferral request in writing to info@maceverest.co.uk with written confirmation of the pregnancy signed by a physician, registered midwife, or other medical professional or proof of birth.

8 ARTICLE 8: LIMITATION OF LIABILITY

- 8.1 Nothing in these Rules and Regulations excludes or limits The Company's liability for:
- (a) Fraud;
 - (b) Death or personal injury caused by negligence on the part of The Company or Glencoe Mountain Resort; or
 - (c) Any other liability which cannot be excluded or limited by the law.
- 8.2 Subject to the provisions of Article 8.1, neither The Company nor Glencoe Mountain Resort will be liable to you for:
- (a) any loss of or damage to your equipment and belongings;
 - (b) any indirect or consequential loss; or
 - (c) any loss or damage suffered or incurred by you arising out of or in connection with competing in the Event (including, without limitation, travelling to the Host Country and Town/City).
- 8.3 Except as otherwise provided by any applicable laws, The Company and/or Glencoe Mountain Resort's maximum liability to you for any claim in contract, tort, or in any other cause of action arising out of or in connection with the Event will not exceed the entry fee for the Event.

9 ARTICLE 9: INSURANCE

- 9.1 You must take out and maintain your own personal travel insurance which covers you for the duration of your time in the Host Country. This must cover you fully against the costs of hospitalisation, medical care and repatriation if you become too ill to continue the Event and must above all cover you against the cost of air or other forms of evacuation and/or

repatriation should sickness or injury necessitate such a course of action. This must be submitted to The Company via info@maceverest.co.uk in advance of the event as required.

- 9.3 The Company has no control over, and accepts no responsibility for, the availability or standard of medical and/or repatriation services and facilities in the areas in which the Event takes place, and such services and facilities do not form any part of the contract between you and The Company.
- 9.4 You are solely responsible for your own equipment and belongings during the Event and bear the sole responsibility for incidental or accidental damage (including wear and tear) to, or loss of, your own equipment and belongings. We recommend that you take out adequate insurance to cover your equipment and belongings.

10 ARTICLE 10: IMAGE RIGHTS, MEDIA CONTENT AND DEVICES

10.1 You irrevocably consent to:

- (a) your appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by any means and in any media and format now or invented after the date of these Rules and Regulations;
- (b) the use and reproduction of your name, likeness, appearance and photographs, films and recordings by any means and in any media and format for the purpose of advertising, publicity and promotion of the Event and the exploitation of the commercial rights relating to the Event; and
- (c) You further hereby waive any moral rights you may have in respect of any use, reproduction, modification, publication or broadcast of your name, image, appearance or likeness.

10.2 All content from official blogs, emails, promotional materials and other materials distributed by The Company is the exclusive property of The Company and must not be copied or distributed without the express written approval of The Company.

10.3 You are permitted to capture content for personal use only. Any commercial use of such photographs is prohibited.

10.4 You may use your own power sources to charge your personal mobile devices such as cameras and iPods. You may not, under any circumstances, use any of the power sources utilized by the Event staff or volunteers to operate the Event to charge your personal devices.

11 ARTICLE 11: THE COURSE

11.1 The Company reserves the right to add, modify, cancel or change the course at any time.

11.2 While participating in the Event, you must stay on the marked course. If you inadvertently leave the marked course, you must re-enter the course at the exact place where you left the

course. If you intentionally cut or leave the marked course (as we or the Event Organisers may determine in our sole discretion), you may be asked to leave the event.

- 11.3 If you leave a logical or obvious course or direction between course markings, you will be deemed to have intentionally left the marked course. Where two course markers are visible, you must go to the closest marker. If a logical or obvious route is evident and both visible markers are distant marks (i.e., one that is evidently not the next mark in sequence) you must proceed on the logical route. Unless directed to do so by a course marking, cutting switchbacks on paved or dirt courses is considered intentional course cutting.
- 11.4 Mandatory stops may be issued at any time due to climate, weather conditions or other factors. You must make your way to the nearest safe area – the chairlift area or the start of the gravel road and stay there as a mandatory stop for the full time indicated. Failure to do so will result in a removal from the event.
- 11.6 Staggered starts may be issued at the start of the Event without prior warning.
- 11.7 Course Markings — The course will be marked by signs, arrows, ribbons, chalk, paint, lights, flags and other devices. You are responsible for (a) staying on the course; (b) slowing down to pay attention to course markings or the absence of course markings; and (c) making reasonable assumptions and decisions about the direction of the course.
- 11.8 Course markings will generally be visible under normal lighting conditions. Abnormal conditions may include mist, fog, rain, snow or any other condition that reduces visibility (other than darkness). If abnormal lighting conditions occur, the Event may be modified, delayed or cancelled until normal visibility conditions return.
- 11.9 The Company and its team will make every effort to keep the course markers in place for the duration of the Event. However, it is possible that markers may be taken, buried, blown over, covered or otherwise rendered difficult or impossible to find. It is your responsibility to pay attention to the markings and to make intelligent decisions when following the course.
- 11.10 Markings will be placed between foot and head height and may be placed on the ground, trees, bushes, walls, buildings, or other stationary objects.
- 11.11 If you are using GPS, you must follow the marked course. You may not travel off the gravel road. Cutting the course is against these Rules and may, in addition to removal from the event, lead to dead ends or impassable terrain.
- 11.12 The course will be marked by lights/illuminated markings and/or reflective marking devices at night. You are required to carry a light that is sufficient to find unlit markers in the event that lights, and other illuminating devices are covered, fail or go missing.
- 11.13 If you remove or change the location or direction of course markings, you will be removed from the event.

12 ARTICLE 12: UNIFORM

- 12.1 The Company may have sponsors for the Event. You will not be allowed to have your own sponsors that conflict with her sponsors. You may not be allowed to wear any personal sponsor badges, advertising or other patches on your shirt or jacket sleeves.

13 ARTICLE 13: EQUIPMENT

- 13.1 You must, at a minimum and always carry the equipment on the Kit List, which will be either sent to you directly or posted from time to time on the Website. You will be solely responsible for familiarising yourself with the most up to date requirements of the Kit List.
- 13.2 You must carry your own equipment for each day. No other competitor may carry any of your equipment or belongings for you.
- 13.3 You must supply your own food and drink mixes for the entire event when specified in event information pack. Participants must start with at least the advisory minimum number of calories stated in the information pack.
- 13.4 Additional gear requirements may be required for the Event depending on expected terrain and weather conditions. Participants are solely responsible for ensuring they have the required gear for all terrain and weather conditions.
- 13.5 It is your responsibility to ensure that your equipment is fit for purpose prior to the start date of the Event. If the Event Organisers consider that you have insufficient equipment to complete the Event, they shall have the right to exclude you from the Event. If you are excluded from the Event under the provisions of this Rule 13.5, no refunds will be given and The Company will not be responsible for any resulting costs, including costs of repatriation.

14 ARTICLE 14: WATER

The Event Organisers will supply water via the water taps in Glencoe Mountain Resort. Water supplied is to be used for drinking only. Additionally, hot water will be available at certain times for cooking/hot drink purposes and can be stored in flasks out with café opening times.

15 ARTICLE 15 : NIGHT ZONES

- 15.1 You may be provided with light sticks during certain stages of the event. These must always remain pinned to the rear of each participant's backpack until sunrise, while on the course. This light stick must be worn in addition to the headlamp and backup light source as specified in the Kit List.
- 15.2 Under no circumstances may you sleep alongside any part of the course

16 ARTICLE 16: OFFICIAL LANGUAGE

- 16.1 The official language of the Event is English. You are solely responsible for reading and understanding all official Event signs, directions, and oral instructions given by the Event Organisers and First Aid team.

17 ARTICLE 17: PROTESTS

- 17.1 Protests (including, without limitation, removal from the event, and the conduct of other competitors) must be filed with the Event Director within 30 minutes of a participants finish of the Event. Protests must be made to the Event Director or an Event Official, and may be made verbally, provided the protest is made discreetly and respectfully.
- 17.2 Any public protest or display of disgust concerning an Event organiser, the contents of the Official Rules & Regulations, or their application, will result in removal of the individual from the event.
- 17.3 The procedure for determining any protest will be determined by the Event Director and all decisions of the Event Director shall be final and binding.
- 17.4 Any protest that the Event Director, in his or her sole discretion, considers to be made in bad faith or in retaliation for a previous protest will result in the removal of individual from the event.

18 ARTICLE 18: GENERAL

- 18.1 You acknowledge and agree that by taking part in the Event you shall not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Rules and Regulations.
- 18.2 If any provision of these Rules and Regulations is held to be unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable from these Rules and Regulations, shall be enforced to the fullest extent allowed by law, and shall not affect the validity and enforceability of any remaining Rules and Regulations.
- 18.3 No waiver or amendment by The Company or by you of these Rules and Regulations shall be effective unless in writing and signed by both by you and The Company.
- 18.4 The agreement between you and The Company governing the Event is made on the terms of these Rules and Regulations. Any dispute or claim arising out of or in connection with these Rules and Regulations, or the subject matter or formation (including non-contractual disputes or claims), shall be governed and construed in accordance with the laws of the United Kingdom. Each party submits to the non-exclusive jurisdiction of the United Kingdom.

- 18.5 In applying to participate in the Event, you hereby consent to The Company using all personal information collected from or about you in connection with the Event for the organisation, operation, administration and promotion of the Event. You further consent to your personal information being provided to others assisting The Company in connection with the Event. You may contact The Company via the contact form on the website to request access to any of the personal information relating to your collected data and held from time to time by us. The Rules and Regulations are in place to ensure a safe, fair and environmentally sound event. Penalties will be issued if any of the Rules and Regulations are broken, in particular those listed below. The issuing of penalties is governed by this guiding principle: Any action of an individual which results in either an unfair advantage to the acting parties or in an unfair disadvantage to another individual will result in a penalty against the individual involved in the action.

22 ARTICLE 22: RULES AND PENALTY ITEMS

Participants should also be aware of event rules outlined in event information packs and pre-event communication.

- 22.1 Mandatory Forms; Failure to fully complete the Mandatory Form and submit to The Company before the event starts. Not allowed to start the event.
- 22.2 Waiver Forms; Failure to fully complete the Intellectual Property and Liability Waiver before the event starts. Not allowed to start the event.
- 22.3 Litter on Course; Any litter on the course known to be dropped by you (either seen by another participant or event staff) will result in removal from the event.
- 22.4 Mandatory Stops; Failure to comply with a mandatory stop will result in removal from the event.
- 22.7 Staggered Starts; If a staggered start is put in place you must comply with the start time that has been assigned to you. Failure to comply with this, other than with approval of the event director and medical staff, will result in removal from the event.
- 22.8 Removing or Moving Course Markings; Any participant seen to remove or change course markings will be removed from the event.
- 22.9 Sponsor Logos; Sponsor logos can be worn on your clothing provided they do not conflict with MacEverest sponsors and they are not worn on your sleeves. You will be given a chance to rectify/remove any sponsorship branding which does meet these requirements. Failure to remove them when asked will result in removal from the event.
- 22.10 Retaliation Protests: A protest deemed to be in bad faith or in retaliation for a previous protest. Penalty: Removal from the event (Race Director Discretion).
- 22.11 Accepting Outside Support — Transport; If you do not walk on your own for any part of the course, however small, you will be considered withdrawn. This includes accepting any

external support such as travelling in any form of transport such as 4 x 4 (event or other), bike, etc.

22.12 Public protest or display of disgust; Any public protest, display of disgust and/or disrespectful behaviour to any event staff will result in expulsion from the event.

22.13 Head torch to be worn in night hours. Removal from event.

23 ARTICLE 23: WAIVER

PLEASE READ THIS VERY CAREFULLY

You acknowledge and agree that you are fully aware of the risks, including those of serious injury or death from causes that it may or may not be possible or reasonable to identify or anticipate but including and not limited to defects in or failure of equipment; fatigue; heart failure; dehydration; hyponatremia; injury arising from incidents affecting you alone or involving other participants, staff, third party road users or vehicles; and the effects of adverse weather conditions or other causes; You understand and acknowledge that the type of medical facilities that you might expect may not be available within a convenient distance should an injury be sustained by you or others. In addition you accept that even an emergency evacuation may be impeded by the terrain and conditions; and You agree that it is a condition of your participation in the Event that you hold full medical insurance to provide for any costs or expenses or treatment relating to your medical needs (other than where these can be provided on the course by Event staff) including full repatriation, and you consent to submit to and abide by any decisions concerning your health and safety, medical care and treatment made at any time by the Medics and that all the Medics and other Event Organisers may make emergency decisions as to your treatment by others (such as local medical practitioners or hospitals) where necessary. Without limiting the generality of foregoing consent, you will also agree to abide by any decision the Medics or the Staff may make as to your fitness to continue your participation in the event or whether or not you should retire on medical or fitness grounds.

Limitation of Liability

Notwithstanding anything else contained in these Rules, to the fullest extent allowable under any applicable law or regulation, neither The Company or Glencoe Mountain Resort shall incur or be held liable to you or any other party for any Liability whatsoever in contract, tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with any matter referred in this Agreement; By registering to participate in the Event and/or attending an Event, unless explicitly agreed otherwise and in writing, you agree to fully indemnify and hold the Company harmless for and against any Liability of any nature whatsoever which you incur other than for fraud, death or personal injury caused by the gross negligence of us. Except as otherwise required by applicable laws, the maximum liability to you by the us or Glencoe mountain Resort for any claim in contract, tort or other cause of action arising out of or in connection with the subject matter of this Agreement (including the Event, your stay and/or any travel to or within the Host Country shall not exceed the entry fee paid by you to participate in an Event.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: The Company, Glencoe Mountain Resort, Sponsors, Advertisers, and

Property Owners upon which the Event takes place, Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable lawyer’s fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

24 ARTICLE 24: INTELLECTUAL PROPERTY AND IMAGE RELEASE

24.1 As an integral part of your acceptance of these Terms and Conditions you irrevocably agree and consent to:

- a) Your image and participation in an Event being filmed or recorded by or on behalf of the Company and exploited or broadcast in any media or format (TV, video, radio or otherwise) whether in existence now or subsequently invented;
- b) Any such film or broadcast or other exploitation being edited or altered in any way whatsoever for artistic or other purposes;
- c) The copying, use and distribution of your name, image, appearance or words by any means and for any purpose including advertising, publicity, promotion of the Event and any and all exploitation of commercial rights in the Event.

24.2 You agree that any of the activities described in paragraph 24.1 above and any other exploitation of recordings by any means and in any media relation to an Event are the exclusive property of The Company whether or not legally protected under copyright law or otherwise and may not be copied or disclosed without the explicit written consent of The Company.

24.3 You acknowledge and agree that during any part of an Event you are permitted only to use still photography for your own personal use and not for any reproduction or distribution to any third party whatsoever. For the avoidance of doubt and without limiting the generality, any commercial use of such photographs is strictly prohibited.

24.4. You hereby waive any moral right you might otherwise have under copyright law or other applicable law or regulation in respect of any use, exploitation, modification, broadcast or otherwise of your name, image, appearance, words or likeness.