

AGENZIA TURISTICA TICINESE (ATT) DISCLAIMER OF LIABILITY AND TERMS AND CONDITIONS FOR TAKING PART IN THE “100% Ticino challenge” PROJECT

Important legal information

By taking part in the “100% Ticino challenge” project organised by the Agenzia turistica ticinese, hereinafter ATT, the undersigned hereby declares that he accepts and legally comply with the following participation and liability terms and conditions.

Upon signing the registration form, the undersigned event participant declares that he is over 18 years old and that he accepts the following clauses in their entirety and without reservations.

Participant's declaration of liability and good health

By participating in the “100% Ticino challenge” project organised by ATT, the undersigned knowingly assumes full liability for any injuries or accidents (due to negligence of any degree of severity, non-fulfilment, inexpertise or chance) that may happen to him, or that may happen to their spouse or minors whom he has registered and are under his supervision, which occur before, during and/or after participation, specifically on the way to the starting point, along the event route and after reaching the finishing point, in the places where the event is being held or during the event itself, as well as on the way back home.

The undersigned declares that he is well aware of the risks associated with this event and assumes liability for all risks connected with his participation, the participation of his spouse and of any minors whom he has registered and are under their supervision, particularly, for example, accidents and injuries resulting from falls, contact with other participants, effects of the wind and rain (and weather conditions in general), watercourses such as lakes and rivers, landslides, falling objects, slipping, hidden dangers in the places involved, conditions of the roads and paths, etc.

The undersigned hereby declares that he will not start legal proceedings of any type, notably civil cases (particularly as regards liability and compensation for damages), criminal or administrative cases, or legal action against ATT, its representatives and/or collaborators and all other persons associated with this project in any way.

The undersigned also declares, once again under his own responsibility, that he is physically and mentally suitable to take part in sporting activities, that he is in a good state of health and that he doesn't suffer from diseases or disorders of any kind that could pose a risk to his health or that of other participants. ATT is exonerated from carrying out any tests on the Participant's state of health and from any liability that may derive from this.

Participant conduct and contractual penalty

Upon risk of being excluded from the project, the undersigned agrees to behave fairly and properly throughout the project and not, under any circumstances, to behave in such a way that would break the law, offend public decency or pose a risk to his own safety or the safety of others.

He also declares that he will follow all instructions and/or directives issued by ATT (managers or employees) and will personally assume full liability for any consequences deriving from conduct that doesn't comply with ATT directives, the law or public decency.

Should the Participant owns a drone, it may only be used by adults over the age of 18 and under his own liability. ATT will evidently not be held liable for any risks associated with the use of drones.

The use and/or sharing, either in full or in part, of data and/or images taken during the project by the undersigned, on printed paper, Internet, social media or other communication media, is expressly prohibited prior to official publication by ATT itself. Participation in the project doesn't automatically grant the right and authorisation to publish filmed material, on any communication media (particularly digital and paper).

In the event of violation of the above, the undersigned will be obliged to pay a penalty, pursuant to the Swiss Code of Obligations (arts. 160 et seq. CO), equivalent to CHF 1,000.00 to ATT.

ATT disclaimer of liability

ATT may not be held liable by the undersigned participant for any loss, theft, material damage, expenses, claims, outlays or direct or indirect damage, either contractual or extra-contractual, inclusive of negligence, deriving from or based upon their participation in the "100%" project.

In greater detail, ATT may not be held liable in any way for the conduct of the undersigned to the latter, to other participants or even to third parties injured by their negligence.

The undersigned participant hereby declares that he won't start any civil, criminal or other proceedings that could potentially be taken out against ATT, notably against its members, its employees and their family members, in consideration of the fact that the undersigned assumes all liability and responsibility for risks that may derive from the activity they have chosen as part of the project.

ATT decision-making autonomy

ATT reserves the right NOT to publish the material produced by the undersigned participant at any time, particularly due to technical issues, due to internal decisions and/or due to events that have an impact on the material produced. In this specific case, the reason doesn't necessarily have to be shared with the participant, who hereby agrees to accept this decision without exceptions.

Personal data protection

The undersigned authorises the processing of their personal data, while always respecting their legal status, as provided for by the Federal Act on Data Protection (FADP) of 19 June 1992, for purposes associated with implementing the project. He also authorises ATT to use any photographs and films of the undersigned for the creation of videos, noticeboards, publications on printed paper and the Internet (including downloads).

Personal data is collected upon registration and is supplied directly by the parties concerned. Failure to provide this personal data will make it impossible to accept the registration. ATT processes data in a confidential manner, in paper and computerised form, for all purposes associated with the organisation of the project, so as to provide users with information on participants.

Personal data may be disclosed to employees, collaborators, firms and/or companies involved in organising the project and to ATT consultants for the abovementioned purposes. Sensitive data will not be disclosed to, shared with or sent to third parties that are not specifically involved in the project.

Having been informed and aware that the personal data collected will be used solely to prepare the list of participants and the historical archive, as well as to provide project services or to send out information on the project itself, the undersigned participant expressly authorises ATT to process and use the personal and sensitive data that he provides.

Acceptance

The undersigned declares that he has read and examined all the clauses set out above and that he accepts and approves them all, without reservations of any kind.

Place and date

Full Name and Signature

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