**French Freeride Qualifier Chamonix**

* **FWQ\*\* 19/20 JANVIER -**

**DISCHARGE** / **EXONERATION OF RESPONSABILITY**

**ACCEPTANCE OF RISKS**

I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ participant in the Freeride FWQ \*\* competition - Chamonix 2019 taking place in Chamonix on the 19th/20th of January 2019, renounce in the future to present any claim against FWT Management SA and Evolution 2 Chamonix and their (s) director (s), against their employees and other auxiliaries, mountain guides, agents and representatives for any bodily injury, for any violation of the physical integrity, for any material damage or moral prejudice and for any prejudice, of which he could be the victim because of his participation in the above-mentioned event, whatever the cause, for any fault or negligence, except in the case of fraud or serious misconduct.

The undersigned agrees, as a consequence of the foregoing and in accordance with the following compromissory clause, not to bring legal action and undertakes not to become a civil party in a criminal trial against FWT Management SA and Evolution 2 Chamonix, organizers of the event, and its auxiliaries, nor to question, to the same extent, its contracting parties.

The signatory is aware that the event he has entered is a high-risk competition which he alone is able to judge his ability to face. Therefore, the signatory declares to be free from any constraint based solely on his own assessment of the risks and dangers resulting from his participation.

The signatory expressly declares that his decision to participate constitutes consent to the risks inherent to the event, that he has a perfect knowledge of these risks and that he is able to appreciate them by his quality of snowboarder / skier and his experience of the mountain, in particular the signatory declares that his participation results from his personal appreciation of the snow conditions of the face and that if he participates, it is because he considers them satisfactory.

The signatory expressly declares to be aware that any fall on his part is likely to cause serious injury to his physical integrity, or even to cause his death. Consequently, the signatory is made aware that he can, at any time, on the basis of his own appreciation of the risks, waive his participation in the event, without any prejudice. FWT Management SA and Evolution 2 Chamonix undertake in such a case to treat the renouncing in the same way as other participating competitors. The signatory declares to be aware that the risks inherent to such an event are only partly controllable by the organizer, that in the particular case the risk of no one can not be taken into consideration, and that whatever the measures taken by the organizer, the latter can not be able to avoid any harmful event.

The undersigned is particularly attentive and aware of the following:

Avalanches: They can occur frequently in the mountainous region where the competition takes place. They are caused by natural phenomena when the slope is particularly steep and the snow layer is thick, they are also caused by changes in weather and the instability of the slopes and the snowpack.

Snow conditions: Regardless of the snow conditions on the competition surfaces, many rocks are just below the surface of the snow, which can cause the competitor to fall and / or damage following a fall.

Helicopter Transportation: The potential for such transportation may be increased in the competition face area and in winter weather conditions.

Insurance: The signatory certifies to be holder of an individual accident insurance covering the expenses of rescue and evacuation notably the expenses of helicopter evacuation. These will be billed directly to him or to his insurance in case of intervention.

Weather conditions: They can vary from one extreme to another and are subject to rapid and unpredictable changes.

The signatory recognizes that he is in physical condition to participate in the competition, free from any pre-existing problem that could affect his participation. He further acknowledges that no contraindication to the practice of skiing concerning him could be formulated by a doctor.

The signatory recognizes that he is himself a specialist in snowboarding / skiing in extreme conditions, that he is able to descend slopes whose inclination is greater than 45 degrees, can have fatal consequences in the event of a fall and that he is able to appreciate for himself the risks resulting from his participation.

Compromise clause :

The signatory undertakes not to introduce any legal action and to submit to an arbitration of the Court of First Instance for any dispute resulting from the application of the present release of responsibility and for any damage resulting from fraud.

Thereby executed in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature