

## 1 Awareness of the risk

I am fully aware of the nature of the activities I have chosen to participate in and see no reason why I should not be physically or mentally able to perform the actions required to carry out these activities safely. I understand that the Insubrica Historica activities I am participating in are potentially dangerous and that all outdoor activities involve risks. These risks include, but are not limited to, bad weather, hazards of walking. Risks associated with such activities include, but are not limited to, serious bodily injury, such as permanent disability, paralysis and death. There are many risks that may arise from foreseeable or unforeseeable causes (e.g. stones falling from above and hitting participants below). I understand that these risks may be caused by my own actions or omissions and by the actions or omissions of other participants. I also understand that there may be other risks and economic or social losses of which I am not aware at this time. I assume all such risks and responsibilities, costs, damages and losses that I may incur as a result of participating in these activities.

## 2 General Terms and Conditions (GTC)

Dear participants and guests of Insubrica Historica. We have enjoyed serving our clients for many years. We thank you for choosing us. Please note our terms and conditions below.

1. **Terms of payment:** Unless otherwise agreed, the booked tours are to be paid before the start of the activity, the details (deposits, deadlines, etc.) are given in the booking confirmation/invoice..
2. **Changes to the contract by Insubrica Historica:** it is in the interest of the participants in particular to ensure that the tour is free of hazards. Decisions of the activity leaders to avoid dangers are binding. We expressly reserve the right to make changes to the event for such reasons, e.g. changes to the routes, etc. This does not give rise to any claims on the part of the participants. We always make every effort to conduct the tours etc. regardless of the weather. However, if we have to cancel an event for your safety, e.g. due to unsuitable weather, you will be refunded the amount paid, at your discretion.
3. **Conditions of participation and obligations of participants to cooperate:** Good health is required for all our activities, otherwise we may exclude people from participation for their own safety. Participants undertake to inform Insubrica Historica in advance of any health problems they may have. Participants must not be under the influence of drugs, alcohol or psychotropic medication and the like during our activities.
4. **Insurance:** Participants are not insured by Insubrica Historica against illness or accident or otherwise. Each participant is responsible for sufficient insurance cover (including sports accidents or travel cancellation insurance) according to his/her personal circumstances. There is also no insurance cover for any valuables or theft. 5..
5. **Liability:** Claims for damages against Insubrica Historica or its auxiliary persons are excluded, unless the damage was caused by intent or gross negligence. Insubrica Historica is not liable for damages resulting from acts and omissions of the activity leader which are not in connection with the provision of contractually agreed services, due to the actions of third parties, other participants, the participant himself/herself, force majeure, natural phenomena, official orders, etc. If a participant does not follow the instructions of Insubrica Historica, Insubrica Historica shall not be liable for the consequences of such behaviour. Insubrica Historica shall not be liable for pecuniary or consequential damage.

Minusio, 25.6.2022