

## **ARC'TERYX ACADEMY 2025 CLINICS' BY CHAMONIX EXPERIENCES TERMS & CONDITIONS (the "CLINICS")**

These Terms and Conditions govern the relationship between you ("you" or the "Participant") and Arc'teryx Equipment, a division of Amer Sports Canada Inc. #110 – 2220 Dollarton Hwy. North Vancouver B.C. Canada V7H 1A8 (hereinafter "**Arc'teryx**").

The Terms and Conditions apply to the participation of the Participant to the Clinics. Arc'teryx is subcontracting the organization of the Clinics by Chamonix Experience SARL, 610 Route Blanche, 74400 Chamonix Mont Blanc. The Terms and Conditions of Chamonix Experience shall also apply to the participation to the Clinics (hereafter "**CHAMEX**").

The Clinics are open for persons above 18 years old exclusively

### **WHAT ARE MY RESPONSIBILITIES/OBLIGATIONS AS A CLINICS PARTICIPANT?**

By participating in a Clinic, you assume certain obligations to Arc'teryx and the safety or trip experience.

Your fellow travelers are people who enjoy being challenged in their sport and exploring the world. We encourage you to carefully review the Clinics information in order to assess whether the Clinics is right for you in terms of your skill level, fitness and experience.

The Participants will have different goals, perspectives, experiences and abilities. The Participants will be split into different groups depending on the Participant's ability and skill level.

Arc'teryx and Chamex reserves the right to decline or retain the participation of a person as a Clinics participant in its sole discretion. Arc'teryx or Chamex reserves the right to recommend or move a participant to a different Clinics that is better suited for participant's ability or skill level.

### **MEDICAL CONSIDERATIONS AND ABILITY LEVEL**

If you have any medical or psychological conditions, it's important that you carefully consider your participation and/or consult Arc'teryx or CHAMEX Clinic staff well before departure so that we can work with you to ensure you have the right trip experience that you are expecting. It is recommended that you seek the advice of a physician before engaging in any form of physical activity.

Arc'teryx assumes no responsibility for providing medical care during the Clinics and you will have to pay for any medical care and/or evacuation that you may incur.

### **OUR LEGAL LIMITATIONS-PLEASE READ CAREFULLY**

We assume no liability, however caused, for injury, loss or damage to person or property in connection with any service provided by Chamex or any other subcontractors resulting directly from any force majeure event ("Force Majeure Event") as defined by article 1218 of the French Civil code and case law.

Arc'teryx reserves the right to make reasonable changes in the Clinics were deemed necessary or advisable for the comfort and well-being of the participants based on weather, or events that may affect or impact the smooth operation of the Clinics. We will work diligently to give you the best experience with the conditions we face at the time.

## **CANCELLATION DUE TO FORCE MAJEURE**

Arc'teryx or CHAMEX reserves the right to cancel all or a portion of the Clinics due to a Force Majeure Event or any other circumstances beyond its control.

If reasonable to do so, Arc'teryx will attempt to inform the participants as early as possible.

Arc'teryx shall not be held responsible for additional expenses incurred by the participant in preparing for the applicable Clinics (e.g. non-refundable air tickets, visa fees if applicable, gear or medical expenses).

## **ASSUMPTION OF THE RISKS**

The following applies to the fullest extent permitted by applicable law. The following may not apply to you based on the location of the Clinics or your country of citizenship. If any provision of this Section is held illegal or unenforceable in any judicial proceeding, a court of competent jurisdiction may reform such provision to make it enforceable to the fullest extent permitted by applicable law, or if such reform is not possible then such provision shall be severed and shall be inoperative, and the remainder of these Terms & Conditions shall remain binding.

By registration and in exchange for the opportunity to participate in the Clinics, Arc'teryx and/or Chamex may require the participant understand and agree to the following :

- The Clinics involves activities that are inherently hazardous;
- During the Clinics, you may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, you may be seriously hurt or disabled or may die from the resulting injuries, and your property may also be damaged;
- you have reviewed the conditions implied in the Activity Level rating of the selected Clinics;
- you have selected a Clinic that is appropriate to your interests and abilities
- you have prepared for the Clinics by familiarizing yourself with the Clinic description, Clinic preparation
- you take good care of the equipment provided for the Clinics by Arc'teryx or Chamex
- Bring appropriate gear and clothing as advised by Arc'teryx and/or Chamex
- Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases
- Follow considerate social behavior with other Clinics participants and respect their habits
- Act in an appropriate and courteous manner befitting the customs of countries you visit

## **LIMITATION OF LIABILITY**

You understand that the sports of hiking, running (including, but not limited to, long distance, trail running), climbing/mountaineering and other outdoor sports (collectively "LAND SPORTS"), involve inherent and other known and unanticipated risks of **INJURY** and **DEATH** (including, but not limited to, injury or death as a result of those risks disclosed to me herein). LAND SPORTS are sometimes referred to herein as "RECREATIONAL SPORTS".

**You voluntarily agree to expressly assume all risks of injury or death** that may result from these RECREATIONAL SPORTS, or which relate in any way to the participation in the Clinics.

You agree to accept for use AS IS all equipment to be provided to you during the Clinics, and You agree to accept full financial responsibility for the care of the equipment while it is in your possession.

You further agree to be responsible for the replacement at full retail value of any equipment You receive, but do not return upon request, even if it is lost or stolen.  
You agree that Arc'teryx shall not be held responsible for any gear that You bring to the Clinics, nor for any recommendations related to gear that Arc'teryx may provide.

## **IMAGE RIGHTS**

You have also been informed and understand that Arc'teryx and subcontractors may be producing photographs, videos, films, audio or other media at the Arc'teryx Clinics and that your name, likeness, image, voice, appearance and/or performance is being recorded and may or may not be made part of subcontractors production.

**You hereby consent that the photographs, video, film, or audio of you or any reproductions thereof taken by Arc'teryx, Chamex or its subcontractors, may be used without time constraints, for the purpose of illustration, catalog, website, television, promotion, advertising or publication in any manner and in any media now known or later developed.**

**You will not receive any compensation from the use of my name, likeness, image, voice, appearance, and/or performance as described here above The grant of rights herein shall be worldwide and perpetual to the extent legally possible by applicable laws.**

**You further agree to defend and indemnify PROVIDERS** for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of the equipment provided, my own equipment, or my grant of rights herein.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE EXPRESSED ABOVE. ARC'TERYX determine.

## **PERSONAL DATA**

Any personal data submitted in connection with the Clinics is registered and processed in accordance with the Privacy Policy, available at <https://arcteryx.com/ca/en/help/privacy> and the privacy Policy of Chamex.

## **OTHER GENERAL LEGAL TERMS**

If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS DO NOT AFFECT (AND SHOULD NOT BE READ TO AFFECT) YOUR STATUTORY RIGHTS WHICH CANNOT BE WAIVED OR LIMITED BY CONTRACT.

## **DISPUTE RESOLUTION**

These Terms and Conditions shall be governed by the laws of France.

If you have a complaint relating to these Terms and Conditions, we will attempt to resolve the complaint internally. Ultimately, any dispute shall be brought before the Court of first instance with jurisdiction over the place where you are a legal resident.

If a dispute, conflict or controversy arising out of, or in connection with the Clinics, cannot be resolved through negotiation between the parties, the European Commission provides a platform for online dispute settlement. This gives you the opportunity to settle disputes in connection with these Terms without first engaging a court. The platform can be found at <http://ec.europa.eu/consumers/odr/>. The consumer can also submit the matter for resolution to a competent national dispute resolution body.

## **FOR US AND CANADIAN RESIDENTS ONLY**

You understand that the sports of hiking, running (including, but not limited to, long distance, trail running), climbing/mountaineering and other outdoor sports (collectively "LAND SPORTS"), involve inherent and other known and unanticipated risks of **INJURY** and **DEATH** (including, but not limited to, injury or death as a result of those risks disclosed to me herein). LAND SPORTS are sometimes referred to herein as "RECREATIONAL SPORTS".

Knowing this, and in consideration of being permitted to participate in the Academy, **I AGREE TO RELEASE AND HOLD HARMLESS** the location, event premises owners and operators, the owners, manufacturers and distributors of equipment, Arc'teryx Equipment, a division of Amer Sports Canada Inc., Amer Sports Winter & Outdoor Company, and all of their respective employees, parents, affiliates and similarly related parties, agents, officers, directors, shareholders, and their successors in interest (collectively "PROVIDERS") from all liability for injury, death, property loss and damage which results from participation in the RECREATIONAL SPORTS for which the equipment may be provided, or which is related in any way to the use of equipment provided to me, including all liability that results from the NEGLIGENCE of PROVIDERS, or any other person or cause, or otherwise resulting from or arising out of my participation in the Event.

The above limitation of liability does not apply to injury or damage caused by the gross negligence or intentional acts of PROVIDERS.

These Terms and Conditions contains a binding arbitration agreement and a class action waiver for United States residents. If you live in the United States, the binding arbitration agreement and class action waiver affect your rights under these Terms and Conditions. Please read the text under the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" carefully.

### **BINDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER (U.S. RESIDENTS ONLY)**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, , ANY CONTROVERSY OR CLAIM RELATING IN ANY WAY TO YOUR ARC'TERYX ACADEMY, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO ANY WARRANTY, A BREACH OF WARRANTY, OR THE ARC'TERYX ACADEMY'S SALE, CONDITION OR PERFORMANCE, WILL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION AND CONDUCTED BY A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. You may learn more about the American Arbitration Association and its rules for arbitration by visiting [www.adr.org](http://www.adr.org) or by calling 800-778-7879. Since this warranty concerns a transaction in interstate or international commerce, the Federal Arbitration Act will apply.

To the greatest extent permitted by applicable law , the filing fees to begin and carry out arbitration will be shared between participant and Arc'teryx, but in no event will participant's fees ever exceed the amount allowable by the American Arbitration Association, at which point Arc'teryx will cover all additional administrative fees and expenses. Arc'teryx waives its right to recover attorneys' fees in connection with any arbitration under these Terms and Conditions. If you are the prevailing party in an arbitration to which the Supplementary Procedures for Consumer-Related Disputes applies, then you are entitled to recover attorneys' fees as the arbitrator may determine. The dispute will be governed by the laws of the state of Illinois, USA. The place of arbitration will be

Cook County, Illinois, or your county of residence (if in the United States). The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator will not award consequential damages, and any award will be limited to monetary damages and will include no equitable relief, injunction, or direction to any party other than the direction to pay a monetary amount. Judgment on the award rendered by the arbitrator will be binding and final, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having jurisdiction. Except as may be required by law, neither you nor Arc'teryx nor an arbitrator may disclose the existence, content, or results of any arbitration under these Terms and Conditions without the prior written consent of participant and Arc'teryx.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. ARC'TERYX AND YOU AGREE THAT NO PARTY WILL HAVE THE RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

Exceptions to Binding Arbitration Agreement and Class Action Waiver

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, THEN: (1) you must notify Arc'teryx in writing within sixty (60) days of the date that you purchased the Product; (2) your written notification must be mailed to Arc'teryx at 130 E. Randolph St., Suite 600, Chicago, IL, 60601, Attn: Legal Department; and (3) your written notification must include (a) your name, (b) your address, (c) the date you enrolled in the Academy and (d) a clear statement that you wish to opt out of the binding arbitration agreement and class action waiver. In addition, you may pursue a claim in small claims court in your county of residence (if in the United States) or in Cook County, Illinois. In such case the provisions of the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents)" will not apply.

#### EXCLUSIONS AND LIMITATIONS

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE EXPRESSED ABOVE. ARC'TERYX

DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL BE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ARC'TERYX WILL NOT BE RESPONSIBLE FOR LOSS OF USE, LOSS OF INFORMATION OR DATA, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ARC'TERYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN LIEU OF ANY OTHER REMEDY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING ARC'TERYX'S NEGLIGENCE, ALLEGED DAMAGE, OR DEFECTIVE GOODS, NO MATTER WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT), ARC'TERYX'S MAXIMUM LIABILITY TO PARTICIPANT SHALL NOT EXCEED THE AMOUNT PAID FOR THE ARC'TERYX ACADEMY BY PARTICIPANT.