



## GENERAL TERMS AND CONDITIONS

We are pleased to welcome you to EPIC Canyon and offer you quality services. We invite you to carefully read and become familiar with our terms and conditions.

### 1. Purpose

These general terms and conditions aim to define the booking and sale terms and conditions for canyoning services offered by EPIC Canyon Sagl.

### 2. Liability

**2.1** Canyoning is an outdoor activity that takes place in natural watercourses and carries inherent risks related to this type of activity. Each participant is aware that they are taking part in an adventure activity that does not offer the usual comfort and safety of other activities.

**2.2** EPIC Canyon guarantees a high level of safety and is committed to optimal risk management by providing adequate equipment, employing qualified and competent guides, and complying with the security systems and processes engaged in order to carry out the activity. EPIC Canyon is periodically audited by Edelcert and certified according to the ISO 21101 standard. EPIC Canyon's liability for any damages and other claims is limited to gross negligence and intentional acts.

**2.3** EPIC Canyon is authorized to use third-party services and is not responsible for the implementation or omissions of these third parties.

**2.4** The client declares that they are in good physical condition and have no medical contraindications to the practice of canyoning. The client is responsible for their actions during the activity. EPIC Canyon cannot be held responsible for accidents caused by the client due to their recklessness and/or negligence.

### 3. Insurance

**3.1** EPIC Canyon Sagl has professional liability insurance with the insurance company Allianz for a coverage amount of CHF 10,000,000.

**3.2** The canyoning activity with EPIC Canyon does not include accident insurance for participants. It is the participant's responsibility to have valid and comprehensive accident and health insurance, which also covers rescue expenses.

### 4. Reservations and Payments

**4.1** The reservation of the service is made by phone, internet, or on-site. It is definitive after receiving a booking confirmation from EPIC Canyon.

**4.2** Payment can be made in advance on the internet at the time of booking or on the day of the service. Payments can be made by credit card, cash, or TWINT. EPIC Canyon may request a deposit payment in advance of the reservation price.

### 5. Cancellation Conditions by the Client

**5.1** The client may cancel their reservation at any time before the service is executed. The client's cancellation is subject to the following cancellation fees and conditions:

<b>Cancellation</b>	<b>Amount of cancellation fees</b>
30 to 16 days before	: 25% of the reservation amount
15 to 8 days before	: 50% of the reservation amount
7 to 3 days before	: 75% of the reservation amount
48 hours before	: 100% of the reservation amount

5.2 In case of illness or accident, a medical certificate must be attached by the client to the cancellation announcement for a full refund of the reservation.

5.3 Participants who arrive late (without prior notice) or who do not show up on the day of the outing are not entitled to any refund, and the total amount of the reservation is due.

5.4 If a participant terminates the activity during its progress, they are not entitled to any refund, and the total amount of the reservation is due.

## 6. Modification and/or cancellation of EPIC Canyon

6.1 EPIC Canyon reserves the right to cancel or modify a reservation if the required safety conditions are not met (weather, flow, terrain conditions, participant conditions and abilities) or for any other event beyond its control.

6.2 Some canyons offered by EPIC Canyon are located in rivers under the influence of hydroelectric companies. Access to these basins and rivers is subject to restriction, especially in unfavorable weather conditions, maneuvers or work. In such cases, we will try to offer a substitute outing that is as equivalent as possible, provided that all safety criteria are met.

6.3 In case of cancellation due to bad weather conditions, high flow or bad conditions on the terrain and if no alternative is possible, EPIC Canyon proposes to move the outing to another date as much as possible. In case of impossibility, the amount already paid will be transformed into a voucher for the client (refund possible depending on exceptional circumstances).

6.4 In some cases, a minimum number of participants is required. If the number of participants is not reached, EPIC Canyon may cancel the outing up to two days before its occurrence. Payments made will be transformed into vouchers or refunded according to the client's choice. Any claim by the client is excluded.

6.5 EPIC Canyon reserves the right to cancel or modify an outing during its occurrence if the required safety conditions are no longer met (weather, flow, terrain conditions, participant conditions and abilities) or for any other event beyond its control. In this case, no refund is guaranteed and is at the discretion and choice of EPIC Canyon.

6.6 EPIC Canyon reserves the right to send back or refuse participants who do not comply with safety rules and guidelines (also during the activity) without any refund.

6.7 Before the outing, if a participant does not meet the participation conditions (cf. art.7.1-7.2) or if EPIC Canyon considers the participant unfit, the client is entitled to a refund of the amount already paid.

6.8 During the outing, if a participant does not meet or no longer meets the participation conditions (cf. art.7.1-7.2) or has not reported all medical or physical peculiarities before or if EPIC Canyon considers the participant unfit, the client is not entitled to any refund. Any claim by the client is excluded.

6.9 EPIC Canyon refuses and sends back any client who has consumed alcohol, drugs, or is under the influence of illegal substances and/or reducing their physical and mental capacities that could endanger themselves and other participants. In this case, no refund will be made, and the total amount of the reservation is due. Any claim by the client is excluded.

6.10 EPIC Canyon reserves the right to send back a client who does not comply with these general conditions without any refund.

## 7. Responsibilities and Guarantees of Participants

7.1 Each participant confirms that they meet the physical and psychological requirements necessary to participate in the chosen canyon excursion, according to the description of the canyon and its prerequisites. Canyons of intermediate, advanced, and EPIC levels have specific requirements, and each participant must meet them.

7.2 Each participant must inform their guide or EPIC Canyon of any medical, physical, or other extraordinary conditions that could affect the course of the excursion. Some examples include asthma, cardiovascular problems, diabetes, hemophilia, epilepsy, acrophobia, hypermobility,

dislocations, allergies, and pregnancy. It is possible to bring medication in a provided waterproof container!

**7.3** Participants must follow the guide's instructions at all times for their own safety and that of others. It is important to note that canyoning is a risky activity, and it is essential to always follow the guide's instructions to minimize the risk of injury.

**7.4** The consumption of alcohol, drugs, or any other substances that may alter clients' physical and psychological abilities is strictly prohibited during the activity and strongly discouraged beforehand. EPIC Canyon reserves the right to refuse a participant who does not meet this condition (art. 6.9).

## **8. Rights to Images**

**8.1** EPIC Canyon is authorized to use photos and videos taken during a canyoning excursion for advertising purposes and owns them. This content may be shared with participants and published (social networks, website). Published content may also be removed without reason or warning.

**8.2** Clients who provide their images to EPIC Canyon are subject to article 8.1.

**8.3** EPIC Canyon reserves the right to have photos or videos removed on which the company and its employees appear without any agreement or rights (social networks, websites, and others).

## **9. Equipment**

**9.1** EPIC Canyon provides its clients with personal and collective technical equipment. In the event of intentional or negligent damage to this equipment, the damaged parts will be charged to the clients.

**9.2** EPIC Canyon declines all responsibility in the event of loss, damage, or theft of a client's personal equipment during their visit.

## **10. Jurisdiction and Applicable Law**

**10.1** In the event of a dispute, the parties agree to seek an amicable solution. In the absence of an agreement, the dispute will be brought before the competent courts.

**10.2** In the event of a dispute, Swiss law applies, and Bellinzona is the sole competent jurisdiction.

## **11. Final Provisions**

**11.1** By reserving or participating in a canyoning excursion with EPIC Canyon, the client acknowledges having read, understood, and unconditionally, irrevocably, and fully accepted these general conditions and undertaking to comply with them.