

## **Liability exclusion & photo consent**

### **Hiking programme Achensee**

I was made aware that for all hiking tours sturdy shoes (ankle-high hiking boots) and weather appropriate clothing are essential. Telescopic hiking poles are recommended. In addition, sure-footedness is a prerequisite for participation in all guided hikes.

Tourismusverband Achensee reserves the right to change tour destinations and return times, and to cancel tours due to weather conditions. I am aware that I am not entitled to any damages resulting from changes or cancellations and expressly waive any right to claim for damages. If a tour is cancelled the participation fee paid will be refunded.

Tour durations include walking time, breaks with stops for refreshments and/or guided visits of attractions. Any additional costs such as cable car tickets, toll or parking fees, and refreshments are not included.

I am aware and accept that my participation involves a certain risk. I have been informed that no liability for any accidents will be assumed by the organizer Tourismusverband Achensee and confirm that the organizer will not be held liable for any injuries or damages suffered by me and waive the right to claim damages on whatever legal grounds and/or title.

I confirm that I have a valid personal liability insurance and a personal accident insurance covering my participation. If I cause harm to someone else or damage their property, I accept responsibility and guarantee that the organizer Tourismusverband Achensee will be completely indemnified and held harmless by me.

For my own safety and the safety of all other participants, I undertake to observe the safety rules laid down by the organizer. I will follow the instructions of the hiking and mountain guides.

Tourismusverband Achensee has the right to make audio recordings, video footage and photographs during the event and to use any and all recorded media of my appearance, voice, and name for any purpose (be it merchandising, commercial, advertising material, editorial or other) for an unlimited period of time across all media channels.

Tourismusverband Achensee is entitled to use the recorded material for its own purposes, to broadcast, transmit, display, reproduce and/or publicly disseminate the material of any medium and make it publicly accessible.

Tourismusverband Achensee is entitled to modify the recorded material without restrictions and to use and/or market it in modified form. This includes short-term

interruption, cutting, and other types of modification and alteration of and with the footage.

In addition, I accept that any rights granted to Tourismusverband Achensee may be passed on to third parties without my consent. The selection and use of any photographs and footage featuring me do not require my consent, the material can be used and disseminated to third parties without my consent.

I am also aware that I might not be mentioned as a participant of the hiking programme. However, should I be mentioned in connection with the hiking programme or appear in photographs or footage, I am aware that I am not entitled to any payment, and expressly waive any claim for financial compensation resulting from my participation in the hiking programme, the material recorded during the tours, or any other reason.