

Arc'teryx Academy 2023

Terms & Conditions

**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.**

**Arc'teryx Academy is offered by Arc'teryx Equipment, a division of Amer Sports Canada Inc. (hereinafter “Arc'teryx”).**

**What are my responsibilities/obligations as an Academy participant?**

Community is a big part of Arc'teryx Academy. Your fellow travelers are people who enjoy being challenged in their sport and exploring the world. We encourage you to carefully review the Academy information in order to make good decisions about whether the particular Academy is right for you in terms of your skill level, fitness and experience. Different participants will have different goals, perspectives, experiences and abilities; We ask that the group respect each individual's conditions and needs throughout the Academy. (See also, “Participant Responsibilities” below)

Arc'teryx reserves the right to decline, to accept, or retain any person as an Academy participant should such person's behavior, health or mental condition impede the operation of the trip. Arc'teryx reserves the right to recommend or move a participant to a different Academy 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 disclose this to us 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 advise of a physician before engaging in any form of physical activity.

**OUR LEGAL LIMITATIONS-PLEASE READ CAREFULLY**

Arc'teryx may contract with independent contractors to provide transportation, guide services and/or all other related travel services. We assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: acts of God; detention; annoyance; terrorism; thefts; pilferage; inclement weather conditions; civil disturbances; government restrictions or regulations; strikes; delays and expenses arising from quarantine; failure of any means of conveyance to arrive or depart as scheduled; and/or discrepancies or change in transit or hotel services over which Arc'teryx has no control.

Arc'teryx reserves the right to make reasonable changes in the Academy or clinics where deemed necessary or advisable for the comfort and well-being of trip participants based on

weather, human caused or other natural events that may degrade or impact the participant's safety or trip experience.

Mountain weather is unpredictable in all seasons and is a constant factor that shapes the decisions we make before and during our programs. It would not be practical for us to refund every situation where our guests do not get the weather conditions they hope for so we make every effort to develop alternative plans. If you have a single objective in mind (such as a peak or route) we cannot guarantee that the conditions or weather will allow an attempt of that objective. We will work diligently to give you the best experience with the conditions we face at the time.

**Payment:** All payments must be made by major credit card (Visa, MasterCard, Discover American Express, JCB). Prices are in EURO, but all payments are processed in US Dollars.

**Refunds/Transfers:** Arc'teryx does not give any refunds, except as otherwise stated in these Terms & Conditions. No credit will be given for participant's failure to attend any Academy for which they are registered. Participant's registration for an Academy is non-transferable unless otherwise agreed in writing by Arc'teryx.

**Travel Protection Insurance:** For your protection, we strongly recommend the purchase of travel insurance that combines trip cancellation and interruption coverage, baggage loss, medical coverage, and medical evacuation coverage. Travel insurance is not included in the price.

**Eligibility:** Participants must be of age of majority in their home country, state, or province at the time of the Arc'teryx Academy, or must be accompanied by a parent or legal guardian of legal age who can sign a Release of Liability, Assumption of Risk, and Indemnification Agreement on behalf of the minor.

**Cancellation due to Force Majeure:** Arc'teryx reserves the right to cancel all or a portion of the Academy due to force majeure or any other circumstances beyond its control. If reasonable to do so, Arc'teryx will attempt to inform participants as early as possible. Arc'teryx shall not be held responsible for additional expenses incurred by participant in preparing for the applicable Academy (e.g. non-refundable air tickets, visa fees if applicable, gear or medical expenses). For the purposes of these Terms & Conditions, "force majeure" shall mean occurrences or events outside the control of either party, such as, but not limited to: acts of war, acts of terrorism (if threat advisory is raised to red in the city of the trip or nearby), civil disturbances, acts of military or governmental authorities, fire, flood, tornado, severe weather, pandemic or epidemic (including COVID 19 and its variants), blackout, loss of power at venues or in the area of the trip or other acts of God, that materially impair the ability of Arc'teryx to legally perform its obligations regarding the Arc'teryx Academy in a timely manner.

In the event of cancellation due to force majeure, Arc'teryx reserves the right to refund the participant, issue credit towards a future Academy of the participant's choice, or reschedule the Academy.

**Your obligations as an Academy participant:**

By participating in an Arc'teryx Academy, you assume certain obligations to Arc'teryx and the

other trip participants. It is your responsibility to:

- Understand the conditions implied in the Activity Level rating of your selected trip
- Select a trip that is appropriate to your interests and physical abilities
- Prepare for the Academy by familiarizing yourself with the clinic description, clinic preparation materials sent by Arc'teryx and our Guide Partners and maintaining the adequate physical condition needed to complete the trip.
- Bring appropriate gear and clothing as advised by Arc'teryx and our guide partners.
- Obtain all necessary visas
- Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases
- Follow considerate social behavior with other Academy participants and respect their habits
- Act in an appropriate and courteous manner befitting the customs of countries you visit
- Arc'teryx reserves the right to decline to accept or retain any person as a participant should such person's behavior, health or mental condition impede the operation of the Academy.

## Baggage

Arc'teryx shall not be held liable for loss or damage to baggage in transit to and from an Arc'teryx Academy. If you are travelling, we recommend purchasing travel protection.

## **1. RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

**PLEASE NOTE:** The following applies to the fullest extent permitted by applicable law. The following may not apply to you based on the location of the Academy or your country of citizenship. If any provision of this Section 1 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, payment, and in exchange for the opportunity to participate in the Academy, participant agrees to the following terms at a minimum and Arc'teryx may require me to sign a Release of Liability, Assumption of Risk and Indemnification Agreement, where applicable, which shall include at least the following terms and may include additional terms, in the sole discretion of Arc'teryx:

**ACADEMY AND ASSOCIATED RISKS** - I have chosen to participate in the above referenced Academy (hereinafter referred to as "the Academy"), which is organized by Arc'teryx. In exchange for allowing my participation in the Academy, I understand and agree that:

- The Academy involves activities that are inherently hazardous;
- During the Academy, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;

- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Academy and, where available, may be expensive; and
- Arc'teryx assumes no responsibility for providing medical care during the Academy, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Academy, I agree to the terms contained in this document.
- Assumption of the risks - I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Academy-including any risks caused by the negligence of Arc'teryx, its employees and officers, its guides, contractors, and other Academy participants.

### **Limitation of liability**

I 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"), and skiing (including, but not limited to, alpine, backcountry skiing, and mountain touring), snowboarding, skiboarding, snowdecking, snowshoeing, ski and snowboard mountaineering, and split boarding, or other related activities (collectively "SNOW 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 on Attachment A). LAND SPORTS and SNOW SPORTS are sometimes referred to herein collectively as "RECREATIONAL SPORTS". **I 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 Academy ("the Academy"). I understand that a ski helmet designed for RECREATIONAL SPORTS use, when sized and fitted properly, will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn; and a damaged helmet should not be used, as damage may compromise the effectiveness of the helmet.

I agree to accept for use **AS IS** all equipment to be provided to me during the Academy, and I agree to accept full financial responsibility for the care of the equipment while it is in my possession. I further agree to be responsible for the replacement at full retail value of any equipment I receive, but do not return upon request, even if it is lost or stolen. I agree that Arc'teryx shall not be held responsible for any gear that I bring to the Academy, nor for any recommendations related to gear that Arc'teryx may provide.

**I understand that the binding system cannot guarantee the user's safety. I acknowledge and understand**, that Alpine binding systems will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I understand that additional risk of injury may result if I use visual indicator settings other than those recommended by PROVIDERS (defined below). I acknowledge and understand that in certain types of RECREATIONAL SPORTS my equipment may be equipped with non-releasing or other

bindings (e.g Mountain touring/backcountry binding systems) that may not comply with the DIN ISO 13992 standard or that do not provide any means for adjusting release values. I understand that mountain touring bindings are not to be confused with alpine bindings and understand that these types of binding systems do not have DIN settings. I understand that there is no actual or implied safety of any bindings or guarantee of release. **I voluntarily agree and expressly assume all risks of injury or death** that may result from using any binding system during the Academy. To the extent that I have provided my own equipment including, but not limited to, boots and skis, **I voluntarily agree and expressly assume all risks of injury or death** that may occur as a result of use of such equipment, especially any equipment that is not norm-compliant or ISO compliant.

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 (including but not limited to, Salomon S.A.S. and Atomic Austria GmbH) 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.**

I have also been informed and understand that PROVIDERS may be producing photographs, videos, films, audio or other media at the Arc'teryx Academy and that my name, likeness, image, voice, appearance and/or performance is being recorded and may or may not be made part of PROVIDERS' production. **I hereby consent that the photographs, video, film, or audio of me or any reproductions thereof taken by PROVIDERS, or its assigned vendors, may be used by PROVIDERS, or its assigns, 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. I understand that I will not have any interest or ownership in PROVIDERS' production and that I will not receive any compensation from PROVIDERS for the use of my name, likeness, image, voice, appearance, and/or performance. The grant of rights herein shall be worldwide and perpetual.**

**I 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.

I agree that this agreement is governed by the applicable law of the state, province or country of the Academy. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I agree that the following describes some, BUT NOT ALL, of the risks associated with RECREATIONAL SPORTS:

**Rockfall; Icefall; Avalanches; Electrical storms; Mountain storms; Snow; Ice; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or loose rock, snow, ice, talus, moraine, scree, boulders, and/or other terrain; Slippery terrain; Falling and injury while skiing, boarding, or snowshoeing; Extreme cold and hot temperatures; Water crossings by foot or boat; Wildlife encounters; Dehydration; High altitude and altitude sickness; Wind; Failure of mountaineering equipment despite reasonable care and use; Injury from mountaineering equipment despite reasonable care and use; Careless or reckless behavior on the part of other members of the group despite reasonable supervision; Guide error; Careless or reckless behavior on the part of third parties; Limited possibility of assistance/rescue; and Limited ability/inability to communicate with rescue personnel.**

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

UNLESS YOU HAVE BROUGHT AN ELIGIBLE CLAIM IN SMALL CLAIMS COURT OR HAVE OPTED OUT AS DESCRIBED BELOW, 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.

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 or territory in which you resided at the time of your purchase (if in the United States). 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.

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 purchased the product, 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.

### **3. 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.

#### **4. OTHER GENERAL LEGAL TERMS**

If a court of competent jurisdiction or an arbitrator holds that any provision of the Terms and Conditions is invalid or unenforceable, such invalidity will not affect the validity or operation of any other provision and such invalid provision will be deemed to be severed from this Agreement.

When making my booking for an Academy it is implied that I have read, understood and accepted the above terms and conditions and will abide by them.