

## South Tyrolean Mountain Days 21 May – 13 June 2021

### Definitions and Terms & Conditions

The following general terms and conditions govern the contractual relationship between participants in the South Tyrolean Mountain Days, and the responsible local authority (i.e. Brixen, Gitschberg, Jochtal, Klausen, Natz-Schabs).

### Tours & Registration

The events programme is detailed in a Special Booklet (issued 3/21), or on our website: [www.mountaindays.it](http://www.mountaindays.it).

Sign up for registration to the events at our registration portal: [www.mountaindays.it](http://www.mountaindays.it).

The full Mountain Days package costs € 95, but single tours are also available:

- **Mountain Days Package**

After purchasing the Mountain Days Package, interested parties are entitled to register for five Mountain Day activities. The purchase is for one person only and is not transferrable.

- **Single Tours**

One can also register for individual tours, each priced at a fixed rate.

### NEW: Mountain Days Holiday Package

Both accommodation and the Mountain Days Package can be booked at the same time through our Mountain Days partner businesses. For deals and partner businesses, see: [www.mountaindays.it/partnerbetriebe](http://www.mountaindays.it/partnerbetriebe).

The Mountain Days Package access details are available via the hotel of choice, where one can register for up to five activities.

To ensure complete privacy, each entrant must create a new account (i.e. with its own e-mail and password) in order to be able to register.

### Payment, Cancellation, No-show

Sign up for the events via our registration portal [www.mountaindays.it](http://www.mountaindays.it).

Pay and reserve instantly by credit card or by bank transfer (EFT). In the case of bank transfers, the reservation is made as soon as payment is credited to the “*Brixen Tourism Association*” bank account. At the same time the account is released to the service recipient for registration. For credit cards, payment is confirmed by e-mail after which one can register for up to 5 activities.

**Please note** that once the activities have been selected and booked, cancellation is no longer possible. Cancellation costs are 100% and there no refunds are possible. Registration for the individual activities is only accepted until 3 pm the day before. Should the event be cancelled due to official prohibitions, disproportionate imposition or for other reasons within the existence of the Corona Pandemic, no cancellation fees will be charged to the participant.

### Activities & Rates

The entry fee is per entrant and includes VAT. Unless stated otherwise, services will include the chosen activity, with a hiking guide and services as detailed.

ATTENTION: included services will depend on the selected tour/activity.

Accommodation, travel and other expenses are not included in the registration fee, unless explicitly stated (i.e. in the Mountain Days holiday package).

### Changes to Routes or Activities

Tour routes are indicative only and not binding under all conditions. Any alterations to the routes or changes in the activities due to unexpected weather conditions or possible unforeseen mishaps involving any of the participants are at the discretion of the organiser or his onsite representative (i.e. the tour guide).

## Disclaimer and Waiver of Liability

The contractual relationship is exclusively between the tourist organisations (Brixen & Umgebung, Gitschberg Jochtal, Klausen & Umgebung, Natz-Schabs, etc.) and the individual entrants.

Activities take place in the open, such as on private roads and codes of behaviour are subject to local public bylaws. Violations of such bylaws are at the sole risk and responsibility of a potential offending. Just because a tour forms part of a group activity package does not acquit the individual from observing the bylaws. When public roads or paths form part of the tour, local road traffic regulations must be observed by each entrant.

On registration, an entrant thereby declares that he/she fully understands scope of the tour and activities entailed, requiring a good state of health and adequate level of physical fitness. The entrant acknowledges that the organizer or tour guide cannot check the state of health and level of physical fitness of each entrant before the start of every tour.

The entrant agrees to behave in accordance with his or her level of physical fitness. At the outset of each tour, entrants further declare that they are in a good state of health and that they are not suffering from any possible illnesses or under medical restrictions, rendering participation in possible strenuous activity inadvisable.

The entrant acknowledges that activities are carried out in the open, sometimes in mountainous terrain and further acknowledges possible dangers in this regard, thus agreeing to adapt his/her behaviour to the conditions at hand. Entrants understand that, especially in mountainous terrain, the conditions of paths and trails may vary considerably (even within a short space of time) and accepts the necessity of adapting one's behaviour accordingly. Each and every entrant bears individual risk of loss, damage or injury resulting from lack of protective devices (helmet, gloves, etc.) or misuse thereof, due to his own misconduct and to waive any claims in this regard against the organizer or third parties acting on his behalf. Entrants acknowledge that, especially in mountainous terrain, weather conditions may change considerably within a short time and everyone is responsible for adjusting or adapting his/her equipment to such varying circumstances. On organised tours, entrants are subject to the advice and authority of the tour guide responsible. If an entrant wilfully disregards such instructions, the tour guide or person responsible will have the right to exclude the non-conforming participant from further participation in the tour.

Entrants understand that the assumption of alcohol, medication or other substances that might impair one's ability to comprehend, react or behave correctly and in accordance with the situation or instructions, such behaviour will be the sole responsibility of the individual participant, who alone bears the consequent risks.

Entrants declare that mountain equipment or items of clothing belonging or brought by him/her is in adequate working condition, thus waiving the need for any technical inspection by the tour operator.

Each entrant further declares that he/she is in possession of sufficient personal liability insurance in order to cover possible damages inflicted by third parties or *vis major*. Should any entrant be harmed by or suffer damage at the hands of third parties, he/she waives the right to claim compensation from the organizer (or any third party acting on his behalf). Entrants are advised that they are not obliged to drive or walk along routes that might appear too risky for them or exceed their capabilities. On request, the guide will point out a suitable alternative route to the individual concerned.

Entrants declare that they have fully understood and agreed to the liability T&C's (and limitations thereof), agreeing to waive any claims against the organizers of "Mountain Days South Tyrol", their representatives, agents, guides and sponsors as well as the owners of private roads (or their representatives) in respect of possible loss, damage or injury of any kind when participating in the tour activities and associated events, unless such loss, damage or injury is caused intentionally, as the result of gross negligence or breach of duty. Organisers and their representatives, agents, guides and sponsors accept no liability for injuries inflicted between entrants during the tour and its activities. Participants are liable among themselves and in such cases, liability is limited to intent or gross negligence.

Entrants declare that they are in a good state of health and agree to be removed or expelled from the activities/event in case of actual risk or possible damage to their health or wellbeing.

