



## « Night Ride by Hope » event 2019 Terms & Conditions

By registering for the “Night Ride by Hope”, all participants are deemed to accept unreservedly the terms and conditions provided below. Participants failing to heed this information could forfeit their registration plate.

- The co-organisers are: Association Les Portes du Soleil, 1401 Route de Vonnas 74390 Châtel, France. Tel 00 33 (0)4 50 73 32 54, represented by Mr Georges Coquillard, Association President, and Association AIERM (Association Internationale des Exploitants de Remontées Mécaniques), represented by Mr Alain Blas, Association President.

- The “Night Ride by Hope” is not a race, rather a guided MTB trek by night. The itinerary can go across two countries: France and Switzerland. Each rider is free to go at their own pace. Participants are expected to ride within themselves and to be conscious of their fitness levels.

-The “Night Ride by Hope” is open to anyone aged at least 14 years old. Specific parental authorisation is compulsory for minors and must be produced by the child’s legal guardian for all children taking part in the event (passport copies of the adult and child must be provided at registration).

- The “Night Ride by Hope” takes place in a mountain environment and as such carry a level of inherent risk (altitude, terrain, weather...). Each participant should be used to MTB riding in the mountains.

- In the event of an unexpected event or *force majeure* (i.e. climatic, sickness, natural catastrophe or any other development that puts participants at risk), the organisers reserve the right to modify the circuit or cancel the “Night Ride by Hope” event.

No refunds will be given in the event that the “Night Ride by Hope” is stopped temporarily or cancelled by the organiser, no matter what the reason.

### Registration

- Participants can register online at [www.passportesdusoleil.com](http://www.passportesdusoleil.com) from 6 February 2019 at 10am (French time – GMT +1) until 6 June 2019 (depending on availability).

- The MTB ride is only on Friday 28<sup>th</sup> June 2019 from Châtel. 60 places are available.

When registering, please provide the following documents:

- Booking confirmation or ID or copy of participant’s ID or their legal guardian if they are a minor,
- Parental authorisation for children over 14 years old

Incomplete or unpaid registrations will not be processed.

### - Price for “Night Ride by Hope” event: € 10

The price includes: guided ride, access to the lifts if needed, insurance covering the participant on the day in question, personalised registration plate which must be attached to the handlebars of all MTB, plastic ties for the registration plate, tasting at the end of the ride.

-Booking fee (covers processing and bank charges): € 1. Cannot be reimbursed.

- All bookings are non-transferable and cannot be modified under any circumstances.

Anyone who gives their registration plate to someone else so they can participate in the event without the agreement of the organisers will be held responsible for any accident that happens to them or that they cause. The organisers cannot be held responsible for this type of situation. **Anyone participating in the event in someone else’s name does not qualify for the organiser’s insurance.**

### **Cancellation guarantee**

- A cancellation guarantee costing €3 per person is available and valid for the Night Ride by Hope only on the day you registered.

In the event that the participant has to cancel, this guarantee entitles them to a refund of their registration fee (excluding the booking fee detailed above) and any other options, subject to the following conditions: accident, sickness, hospital treatment, pregnancy, death (either themselves or their common law partner, their close relatives 30 days prior to the event).

The €3 fee required for the cancellation guarantee cannot be reimbursed.

- All requests for refunds should be sent by email to [inscription@portesdusoleil.com](mailto:inscription@portesdusoleil.com) or in writing to: Inscription Pass'Portes du Soleil MTB, 1401 route de Vonnnes, F-74390 Châtel. Please provide all necessary documentation (medical certificate advising against MTB, etc...) before the event begins.

All requests for refunds sent after the participant was due to take part in the event (either during or after the event) will not be processed.

- Refunds will be paid in the 2 months following the end of the event, by cheque or bank transfer.

The organiser retains the right to deduct the cost of bank transfers from the monies owing to participants – especially to addresses abroad.

- If there is no cancellation guarantee, the organiser reserves the right not to make a refund, for any reason.

### **Registration changes - giving your place to someone else**

- Changes to registration details (ie the day you wish to take part and/or your initial resort) must reflect exceptional circumstances. Requests will be treated on a case-by-case basis by the organisers until 31 May 2019. Requests must be in writing and show all necessary documentation to support your case. We reserve the right to deny your request.

- Participants can give their place to a third party as long as the organisers are informed before the 31<sup>st</sup> May, 2019. The participant who is unable to take part must provide the name of the person taking their place. Apart from the change of name, this person's registration remains the same. This individual must contact the organisers and provide all information needed for them to be registered correctly.

### **Liability – Insurance**

- Each paying participant is insured; see terms and conditions at [www.passportesdusoleil.com](http://www.passportesdusoleil.com).

- This insurance applies only to participants who have a name plate with their first name and surname and who have paid for their registration and followed the course rules (provided ID, present on the right day, taken the correct route...).

- Guests, partners, exhibitors and journalists are invited to purchase this insurance and/ or ensure that they have appropriate personal cover or similar from their employer. In the event of an accident, rescue costs will not be paid by the organiser and the participant will be expected to bear these costs.

- In addition to the above accident insurance, each participant must have their own personal civil insurance.

- The organiser cannot be held responsible for loss, theft or damage to individual material or equipment.

- The organiser strongly recommends that every participant obtains a medical certificate indicating that they are fit for riding in the mountains.

- The organiser has civil liability insurance. This covers the organiser and all volunteers giving their services free of charge and directly managed by Les Portes du Soleil, and their stand-ins, in the event that such individuals are not entitled to legislation protecting them in the event of work-related accidents. This insurance also covers accidents involving participants and spectators. This civil liability insurance is applicable under certain terms and conditions.

### Equipment

- **A solid helmet in good condition with chin strap attached and MTB gloves (i.e. exclusively for the sport of mountain biking) must be worn. Participants without the correct equipment may be stopped from taking part.**

- Body armour (i.e. for elbows, knees and back) is strongly recommended.
- Ideal bike: full-suspension Enduro MTB (approx travel 140-160mm). The bike should be in good working order.
- Bring warm clothing and a waterproof layer; the weather in the mountains can change very quickly.

### Conduct

- **Participants are expected to heed the Highway Code on road sections of the course.**

- The route can cross the French-Swiss border, so make sure you have valid ID (this applies to children as well).

### On the course

- Participants will be informed how and when to retrieve their rider packs when they make their booking.
- Rider packs can only be collected on the day the participant has booked for.
- The personalised registration plate indicates which day the participant has booked to take part. It should be attached to the rider's bike in such a way that it is clearly visible for the duration of the event.
- Anyone who fails to finish the course should let the organiser know. Should such information not be forthcoming, the individual concerned will be expected to pay for the cost of any search and rescue effort.
- For your security, participants should heed the safety advice provided on the course by staff and volunteers.
- Each participant is understood to accept the risks associated with MTB and to follow the course of their own free will and volition.
- The organiser reserves the right to change the course and events programme, notably for safety reasons.
- Each participant consents to the organiser using images of them; the same principle also applies to partners and media organisations (static or audio-visual), for brochures or promotional documentation.
- In accordance with Freedom of Information legislation dated 6 January 1978, each participant has the right to access and correct any personal data relating to them. Participants may be contacted by other organisations offering services. Should any participants not wish to receive such offers, they should inform the organiser, providing their name and address.