

## International School of Mountaineering (ISM) - Terms and Conditions

In these Conditions "we", "our" and "us" means the International School of Mountaineering Limited (ISM). [Company Reg. no. 5594790, Registered office: 144 Burneside Road, Kendal, Cumbria LA9 6DZ, UK.] We comply with the Package Travel, Package Holidays and Package Tours Regulations 1992. "You" and "your" means the person who makes the reservation with us.

These Terms and Conditions apply to:

The sale of 'clinics' on the Arc'teryx Academy website as part of the 'Arc'teryx Academy – Climb Lake District' event.

The organisation and delivery of these 'clinics' subcontracted to 'us' by Arc'teryx.

Payment of any 'clinic' purchased on the Arc'teryx Academy website will be made by credit card and go through 'our' Stripe Technologies payment system.

We will only accept a booking from a person who is 18 years or over at the time the booking is made. Younger persons may book specific clinics but only with our agreement and subject to written parental consent.

Full payment is required at the time of booking any clinics and no refunds will be made.

We have absolute discretion in the interests of safety and other external factors to vary advertised 'clinics' without notice.

The "CLINICS" are offered in the United Kingdom, and consist of either daily mountain activities guided by certified professionals (either UIAGM mountain guide, international mountain leader, or instructor, hereinafter "GUIDE") holding the appropriate qualification, and a liability insurance, or a set of services (guided by a certified professional holding the appropriate qualification, accommodation, transport by vehicle or ski lifts, catering, etc.), carried out over a period of more than 24 hours, sold all-inclusive and corresponding to a "tourist package" within the meaning of Package Travel, Package Holidays and Package Tours Regulations in the UK.

Mountain activities are subject to uncertainties related to weather, snow, and terrain conditions, attendance, as well as the experience, technical abilities, and physical condition of participants. ISM and ARC'TERYX cannot be held responsible for these hazards. Similarly, ISM and ARC'TERYX are not responsible for the consequences of strikes, union actions, illness, government intervention, weather conditions, ski lift and/or mountain hut closures, or other unforeseen events that may affect a "CLINIC". To ensure the safety of property and people, in the event of insufficient physical or technical requirements declared by the "PARTICIPANT(S)", or to accommodate any unforeseen circumstances, the proposed "CLINICS" may be canceled or modified by ISM, ARC'TERYX, and the guide at any time before, at the beginning, or during its execution. The guide will then propose, whenever possible, a customized program, without any price changes or refunds for the participant. If the participant cancels or interrupts their participation in the "CLINIC" for any reason, they are not entitled to any refund.

The "PARTICIPANT(S)" authorizes ISM, ARC'TERYX, and the "GUIDE" to use, without limitation, for promotional and commercial purposes, by means of reproduction, representation, projection, and adaptation, the images (photos and videos) taken during the "CLINIC". The parents of any minor "PARTICIPANT(S)" grant ISM, ARC'TERYX, and the "GUIDE" authorization to use the images of the minor "PARTICIPANT(S)" under the same conditions.

The information collected in the registration form is stored in a computer file. The data collected will not be shared with third parties and will be retained for five years. You can access your data, rectify it, request its deletion, exercise your right to limit the processing of your data, or ask any other questions by contacting International School of Mountaineering Limited (ISM): [ism@alpin-ism.com](mailto:ism@alpin-ism.com)

### ISM RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIER'S LIABILITY  
ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

*DEFINITION In this agreement the term "climbing activities" shall include any activity, event, service or use of equipment provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including, but not limited to: climbing; rappelling; belaying; competitions; demonstrations; orientation, hiking, trekking, bouldering & swimming, training and instruction sessions, seminars, clinics and courses; and all other such activities, events or services in any way connected with or related to the Release*

**ASSUMPTION OF RISKS** I am aware that climbing activities involve risks, dangers and hazards including the risk of serious personal injury. These risks, dangers and hazards include, but are not limited to: slips, trips and falls, cuts and abrasions; failure of climbing and rappelling equipment including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to climbing and rappelling and belaying; failing to climb or rappel or belay safely or within one's own ability; negligence on the part of instructors or supervisors or other climbers and rappellers; infectious disease such as viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF CLIMBING ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CLIMBING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of the RELEASEES allowing me to participate in climbing activities and permitting my use of their climbing walls, outdoor crags, equipment and other services and facilities, and for other good and valuable consideration, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of any aspect of my participation in climbing activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES REFERRED TO ABOVE.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any damage to property of or personal injury to any third party, resulting from my participation in climbing activities.

- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the United Kingdom and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the United Kingdom and shall be within the exclusive jurisdiction of the Courts of the United Kingdom.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of climbing activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

The contract between you and us shall be governed by English Law and is subject to the non-exclusive jurisdiction of the English Court.

## **GDPR Compliance Statement**

We value your privacy and are committed to protecting your personal data. In accordance with the General Data Protection Regulation (GDPR), we ensure that your personal information is processed fairly, lawfully, and transparently. This statement explains how we collect, use, and protect your personal data.

### **1. Data Collection**

We collect your personal data such as name, email address, contact number, etc. to help provide a professional, service to respond to enquiries, and to process orders.

### **2. Purpose of Data Processing**

Your personal data will be used for communicating, processing payments and delivering Arc'teryx Academy clinics. We will only process your data for these purposes unless we obtain your consent or are required by law to do otherwise.

### **3. Data Retention**

We will retain your personal data only as long as necessary to fulfill the purpose for which it was collected, or as required by applicable laws or regulations.

### **4. Data Sharing**

We will not share your personal data with third parties, except where necessary to fulfill the purposes outlined above or as required by law.

### **5. Security**

We implement appropriate technical and organisational measures to ensure the security of your personal data and protect it against unauthorised access, disclosure, alteration, or destruction.

For any enquiries regarding this GDPR statement or our data protection practices, please contact us.