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PARTICIPATION CONDITIONS

SAM MUNTANYA | Mountain guide

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1. Purpose

These Participation Conditions regulate the participation of users in mountain and nature activities organised and guided by **SAM MUNTANYA**, as well as the basic rights and obligations of the parties during the development of the activity.

These conditions apply to activities booked through the official SAM MUNTANYA channels, including the website, registration forms and other communication channels made available.



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2. Information about the activity

Before completing the registration, the participant will be provided with the essential information relating to the activity, including, as applicable:

- date and schedule;
- location and meeting point;
- route or area where the activity takes place;
- approximate distance and elevation gain;
- expected duration;
- level of difficulty and physical demands;
- necessary or recommended equipment and gear;
- price and services included;
- services not included;
- any other information that may be relevant to assess the suitability of the activity.

The specific information published for each activity forms part of the booking conditions for that activity.

3. Participation requirements

The participant declares that they have read and understood the characteristics, level of difficulty and conditions of the activity, and that they consider themselves to be in suitable condition to participate.

The participant undertakes to inform SAM MUNTANYA, before the start of the activity, of any circumstance they consider relevant and which may affect their participation or the proper development of the activity.

During the activity, if a situation arises that makes it inadvisable for a person to continue participating under the planned conditions, SAM MUNTANYA may take any measures it considers necessary to safeguard the safety of the participant, the group as a whole and the guide.



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These measures may include adapting the activity, modifying the route or, when necessary for safety reasons, discontinuing the participation of the person concerned.

4. Compliance with the guide's instructions

During the activity, participants must follow the guide's instructions relating to safety, the route, pace, equipment, environmental conditions and any other matter necessary for the proper development of the activity.

The guide may modify, adapt or partially or completely interrupt the activity when environmental conditions, weather, the condition of the route, the characteristics of the group or any other circumstance make such a decision necessary for safety reasons.

Decisions made during the activity will take into account the specific circumstances at the time and will prioritise the safety of the participants, the group as a whole and the guide.

5. Equipment and gear

Each activity will have specific information indicating the equipment and gear required or recommended for participation, in accordance with the characteristics, difficulty and expected conditions of the activity.

The participant is responsible for arriving at the activity with the equipment and gear indicated as **mandatory**, as well as with clothing and footwear appropriate to the characteristics of the activity and the environment.

Where possible and available, SAM MUNTANYA may provide or suggest alternatives to address equipment deficiencies before or during the activity.

If a participant does not have an item of equipment that is essential to carry out the activity under appropriate safety conditions, SAM MUNTANYA may adapt their



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participation or, where there is no safe and reasonable alternative, prevent them from starting or continuing to participate in the activity.

These decisions will be made taking into account the specific characteristics of the activity, the environmental conditions and the safety of the participant and the group as a whole.

Any financial consequences that may arise from such a situation will be determined in accordance with the SAM MUNTANYA Cancellation and Refund Policy.

6. Punctuality and conduct of the activity

The participant must arrive at the **meeting point and at the time indicated** in the specific information for the activity.

Participants are advised to arrive sufficiently early to allow time to prepare and start the activity at the scheduled time.

In the event of a delay, the participant must contact SAM MUNTANYA as soon as possible.

SAM MUNTANYA will wait a maximum of **10 minutes** from the scheduled start time of the activity. After this period, it may start the activity without the participant, provided that this decision is compatible with the development and safety of the activity.

If the participant has notified SAM MUNTANYA in advance of their delay, SAM MUNTANYA may assess, depending on the specific circumstances of the activity, whether it is possible to wait longer or facilitate their joining the activity at a later point, provided that this is safe and does not significantly affect the development of the activity or the rest of the group.

Failure to arrive at the meeting point within the established time limit, or the impossibility of joining the activity at a later point, will be considered a **no-show**, and the resulting financial consequences will be governed by the SAM MUNTANYA Cancellation and Refund Policy.



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The participant is responsible for planning their journey to the meeting point and allowing sufficient time to arrive punctually.

7. Respect for the natural environment and other participants

Participants undertake to maintain responsible, respectful and appropriate behaviour throughout the activity, both towards the natural environment and towards other participants and the guide.

In particular, participants must:

- respect the natural environment, wildlife, flora and surroundings;
- not leave waste or cause unnecessary damage to the environment;
- respect paths, routes, properties, facilities and other elements encountered during the activity;
- comply with the specific rules and regulations applicable to natural areas or zones through which the activity takes place;
- maintain a respectful attitude towards other participants, the guide and other people present in the surroundings;
- follow the guide's instructions relating to the development of the activity, safety and respect for the environment.

Behaviour that could endanger the participant, other participants, the guide or third parties will not be permitted, nor will conduct that significantly hinders the proper development of the activity.

In the event of behaviour that compromises safety or prevents the activity from being carried out properly, SAM MUNTANYA may take any measures it considers necessary, including, where essential, discontinuing the participation of the person concerned.

These measures will be taken in accordance with the specific circumstances, always prioritising the safety of the group and the proper development of the activity.



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8. Modification of the route or activity

The information published for each activity describes the **planned itinerary** and its main characteristics. However, the actual development of the activity may be adapted to the circumstances existing before or during the activity.

SAM MUNTANYA may modify or adapt, when necessary for safety reasons or due to other objectively justified circumstances, aspects of the activity such as the route, itinerary, schedule, distance, elevation gain, pace or specific waypoints, when weather conditions, the state of the terrain or route, existing restrictions or regulations, the characteristics of the group or any other unforeseen circumstance make this necessary.

Such modifications will be made with the aim of maintaining, whenever possible, the essential characteristics, objective and level of the activity booked.

When circumstances make it necessary, SAM MUNTANYA may propose an alternative that allows the activity to take place under appropriate safety conditions and in accordance with the characteristics of the group.

Decisions regarding the itinerary and development of the activity will be made by the responsible guide, taking into account the specific circumstances and prioritising the safety of the participants, the group as a whole and the guide.

When a modification planned before the start of the activity involves a substantial change from the characteristics of the activity booked, participants will be informed as far in advance as possible and, where applicable, the SAM MUNTANYA Cancellation and Refund Policy will apply.

9. Suspension or interruption for safety reasons

SAM MUNTANYA may suspend, postpone, substantially modify or interrupt an activity when circumstances existing before or during its development may reasonably compromise the safety of the participants, the guide or the group as a whole.



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Circumstances that may justify such a decision include, among others:

- adverse weather conditions or a weather forecast that does not allow the activity to be carried out under appropriate safety conditions;
- the condition of the terrain, route or access routes;
- natural hazards or other unforeseen situations in the environment;
- alerts, restrictions or prohibitions established by the competent authorities;
- accidents, injuries, emergencies or other incidents affecting the development of the activity;
- any other circumstance which, in the professional judgement of the guide, means that the planned development of the activity is not reasonably safe.

Where possible and conditions allow, SAM MUNTANYA may propose an alternative that allows the activity to continue, either fully or partially, under appropriate safety conditions.

If the activity must be suspended or interrupted and it is not reasonably possible to continue or adapt it, SAM MUNTANYA will inform participants of the measures applicable in each case.

The financial consequences arising from the suspension, postponement or cancellation of an activity will be determined in accordance with the **SAM MUNTANYA Cancellation and Refund Policy**, without prejudice to any rights legally granted to participants.

10. Insurance

SAM MUNTANYA holds professional civil liability insurance related to the performance of its activities, in accordance with applicable regulations. This insurance covers, under the terms and conditions established in the relevant policy, liabilities that may arise from damage caused to third parties in the course of the professional activity.

Where indicated in the specific information for the activity, the participation fee also includes accident insurance for participants, arranged by SAM MUNTANYA.



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Insurance coverage is subject, in each case, to the terms, coverage, limits, exclusions and other provisions established in the relevant insurance policies.

The inclusion of such insurance does not exclude or limit any liabilities that may legally apply to SAM MUNTANYA, nor any rights to which participants may be entitled under applicable legislation.

The specific information for each activity will indicate, where applicable, whether accident insurance is included in the participation fee.

11. Participant's responsibility

The participant is responsible for providing truthful and sufficient information during the registration process, as well as for communicating any circumstance they consider relevant to their participation in the activity.

Participants are also responsible for complying with the guide's instructions, using their own or provided equipment and gear appropriately during the activity, and maintaining responsible and respectful behaviour towards the natural environment, other participants, the guide and third parties.

The participant may be liable for any damage caused by wilful misconduct, negligence or failure to comply with the instructions received, in accordance with applicable legislation.

Under no circumstances do these conditions limit or exclude any liabilities that may legally apply to SAM MUNTANYA, nor any rights recognised to participants under applicable legislation.

12. Acceptance of the conditions

Before completing the registration, the participant will have had access to the information relating to the activity and to these Participation Conditions, and will have had the opportunity to review them before submitting the registration form.



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When completing the registration, the participant must expressly declare that they have read and accept these Participation Conditions.

Final confirmation of the booking will take place in accordance with the registration and payment procedure established for each activity.

The participant must also accept, where applicable, the Cancellation and Refund Policy and acknowledge having received the information relating to the processing of their personal data in accordance with the SAM MUNTANYA Privacy Policy.

Acceptance of these conditions does not constitute a waiver of any rights to which the participant is legally entitled.

13. Regulatory framework

These Participation Conditions are governed by the legislation applicable to the provision of professional services and the protection of consumers and users, as well as by any other provisions applicable to the activities carried out by SAM MUNTANYA.

In particular, the following shall apply, where relevant:

- **Royal Legislative Decree 1/2007 of 16 November**, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws;
- **Law 3/2008 of 23 April on the exercise of sports professions**, insofar as applicable to the professional activity carried out;
- **Legislative Decree 1/2000 of 31 July**, approving the Consolidated Text of the Sports Law, insofar as applicable;
- Catalan and Spanish legislation applicable to physical-sporting and recreational activities in the natural environment, where applicable according to the specific characteristics of the activity and the area in which it takes place;
- specific legislation concerning the protection of natural areas, environmental regulations and any other legislation applicable to the specific location where the activity takes place.



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In particular, **Decree 56/2003 of 20 February, regulating physical-sporting activities in the natural environment**, shall apply when the characteristics of the specific activity bring it within its scope of application.

If any provision of these Participation Conditions conflicts with a mandatory legal provision, that provision shall be interpreted or, where appropriate, deemed not to apply to the extent necessary to ensure compliance with the applicable legislation, without affecting the validity of the remaining conditions.

These Participation Conditions shall always be interpreted in accordance with the legislation in force at any given time.