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BIKINGCR · OUT IN THE OPEN CR S.R.L.

Participant Waiver, Assumption of Risk & Emergency Medical Authorization

Legal operator: Out in the Open CR S.R.L. **Operating brand:** BikingCR

Participation in a BikingCR mountain biking experience requires each rider to read, understand and sign this document before taking part in any cycling activity.

This document records your acknowledgment of the risks associated with mountain biking, your personal responsibilities and your authorization for emergency medical assistance if required.

Please read it carefully and ask the BikingCR team if anything is unclear.

1. Participant Information

Full legal name _____ Passport or identification number _____

Date of birth _____ Nationality _____

Email address _____ Mobile number _____

Trip / departure date _____ Emergency contact name _____

Relationship to participant _____ Emergency contact telephone _____

2. Acknowledgment of Inherent Mountain Biking Risks

I understand that mountain biking is an outdoor sporting activity involving inherent risks, some of which cannot be eliminated, even when reasonable precautions are taken.

I acknowledge that BikingCR trips may involve riding on:

- Paved and secondary roads, sometimes shared with motor vehicles.
- Gravel roads, rural tracks, dirt roads and off-road trails.
- Uneven, loose, rocky, muddy, slippery or unstable surfaces.
- Steep climbs, descents, bends, obstacles and changing elevations.
- Areas with limited access to emergency services or medical facilities.

I understand that potential hazards include, but are not limited to:

- Falls, collisions, loss of control and bicycle accidents.
- Injuries such as cuts, bruises, fractures, sprains, head injuries and other serious trauma.
- Mechanical failures or equipment malfunctions.
- Changing weather, heavy rain, lightning, heat, humidity and reduced visibility.
- Landslides, swollen rivers, unstable terrain and unexpected trail conditions.
- Encounters with animals, insects, other cyclists, pedestrians and motor vehicles.
- Physical exhaustion, dehydration, illness or other medical complications.

I understand that these risks may result in property damage, serious injury, permanent disability or death.

I acknowledge that riding with a professional guide and support vehicle reduces certain risks but cannot eliminate all hazards associated with mountain biking.

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3. Assumption of Risks

I voluntarily choose to participate in the BikingCR mountain biking experience and accept the inherent risks associated with the activity.

I understand that I am responsible for making reasonable decisions about my own riding, including my speed, physical effort, technical ability and willingness to attempt particular sections of a route.

I agree to:

- Ride within my personal physical and technical abilities.
- Follow the instructions and safety guidance of the BikingCR guide and support team.
- Wear a properly fitted helmet whenever riding.
- Use appropriate protective equipment.
- Maintain safe distances from other riders and road users.
- Inform the guide immediately if I feel unwell, injured, exhausted or unable to continue safely.
- Stop or walk any section of the route that I do not feel comfortable riding.
- Avoid reckless riding, unnecessary risks and behavior that could endanger others.

I understand that the guide may stop, modify or suspend a ride, change the route or require a participant to discontinue cycling when necessary for safety reasons.

I accept that weather, road conditions, trail conditions and other circumstances may require changes to the planned itinerary.

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4. Participant Health & Fitness Declaration

I confirm that I am voluntarily participating in this activity and believe that I have the physical fitness, cycling experience and technical ability appropriate for the selected BikingCR trip.

I declare that:

- I am physically capable of undertaking the planned cycling distances, elevation changes and terrain.
- I have previous mountain biking experience appropriate to the advertised difficulty level of the trip.
- I have disclosed any relevant medical condition, injury, physical limitation, allergy or other health concern that could affect my ability to participate safely.
- I have informed BikingCR of any medication or medical consideration that may be important in an emergency.
- I will notify the guide if my health or physical condition changes during the trip.

Please disclose any relevant medical conditions, allergies, injuries or physical limitations:

Medication that may be relevant in an emergency:

Additional information the BikingCR team should know:

I understand that providing accurate and complete health information is important for my safety and for the appropriate response in an emergency.

5. Emergency Medical Authorization

In the event of an accident, injury or medical emergency during a BikingCR activity, I authorize the BikingCR guide, staff or designated representative to:

- Contact emergency services and request medical assistance.
- Arrange or facilitate transportation to the nearest appropriate medical facility.
- Share relevant medical and emergency contact information with emergency responders and healthcare professionals.
- Contact my designated emergency contact.
- Provide reasonable assistance in coordinating emergency care and evacuation where necessary.

If I am unable to communicate or provide consent due to my medical condition, I authorize the BikingCR representative to communicate relevant information to emergency responders and facilitate urgent medical assistance to the extent permitted by applicable law.

I understand that medical treatment decisions remain with qualified healthcare professionals and that BikingCR personnel are not a substitute for medical professionals.

I accept responsibility for medical expenses, transportation, hospitalization, evacuation and other related costs, to the extent these are not covered by my personal insurance or otherwise payable by a legally responsible party.

I understand that BikingCR requires all participants to maintain appropriate international travel and medical insurance, including coverage for mountain biking on mixed terrain.

6. Bicycle & Equipment Responsibilities

I understand that BikingCR provides mountain bikes and conducts pre-ride mechanical checks and adjustments.

I agree to:

- Use the bicycle assigned to me responsibly and only for the intended cycling activities.
- Allow the mechanic or designated staff to adjust and inspect the bicycle before riding.
- Check that my helmet and other protective equipment fit correctly.
- Inform the guide or mechanic immediately if I notice any mechanical problem, damage or unusual bicycle behavior.
- Stop riding if I believe the bicycle or any equipment is unsafe.
- Follow instructions regarding bicycle use, maintenance and handling.

I understand that I am responsible for taking reasonable care of the bicycle and equipment entrusted to me.

I agree to report any damage, loss or mechanical issue immediately. Any responsibility for damage or loss will be determined according to the circumstances and applicable law. I will not be held responsible for ordinary wear and tear or mechanical failures that are not attributable to my actions.

I understand that personal cycling equipment and belongings remain my responsibility.

7. Guide Authority, Group Safety & Participant Conduct

I agree to follow the safety instructions of the BikingCR guide and support team throughout the trip.

I understand that the guide has authority to:

- Set the pace and establish regrouping points.
- Require riders to stop or walk sections of the route.
- Modify or suspend cycling activities because of weather, terrain or safety conditions.
- Require a participant to discontinue riding if their conduct or physical condition creates a safety risk.

I understand that reckless riding, ignoring safety instructions, riding under the influence of alcohol or drugs, or behavior that endangers other participants or staff may result in my removal from the cycling activity.

Any additional transportation, accommodation or other arrangements arising from my removal will be handled according to the circumstances, applicable booking policies and applicable law.

8. Liability & Release of Claims

I acknowledge that participation in mountain biking involves inherent risks and that I voluntarily accept those risks as described in this document.

To the fullest extent permitted by applicable Costa Rican law, I agree that BikingCR, Out in the Open CR S.R.L., and their directors, employees, guides and representatives shall not be held liable for injury, loss or damage arising solely from inherent risks of mountain biking that cannot reasonably be eliminated, provided that the relevant parties have fulfilled their applicable legal duties.

Nothing in this document is intended to exclude or limit liability where such exclusion or limitation is prohibited by law, including liability arising from negligence, gross negligence, willful misconduct or failure to comply with mandatory legal obligations, to the extent such liability cannot lawfully be waived.

I understand that this document does not replace the Booking Terms & Conditions, Deposits, Payments & Refund Policy, Mandatory Travel Insurance Requirements or any other applicable BikingCR policies.

9. Personal Belongings & Property

I understand that I am responsible for my personal belongings, valuables, cycling accessories and travel documents throughout the trip.

I acknowledge that outdoor activities and travel may involve circumstances in which personal items can be lost, damaged or stolen.

Nothing in this section excludes liability where BikingCR is legally responsible for a loss or damage.

10. Declaration & Consent

By signing below, I confirm that:

- I have read and understood this document.
- I understand the inherent risks associated with mountain biking on mixed terrain.
- I voluntarily accept the risks associated with my participation.
- I have provided accurate information regarding my health and physical condition.
- I agree to follow the safety instructions of the BikingCR guide and support team.
- I authorize reasonable emergency assistance as described in this document.
- I understand that I must maintain valid personal travel and medical insurance covering mountain biking on mixed terrain.

- I have had the opportunity to ask questions and seek clarification before signing.

I confirm that I am signing this document voluntarily and without pressure.

Participant's full name _____

Participant's signature _____

Date _____

BikingCR representative / witness _____

Signature _____

Date _____

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