43.1 Adventures Pte Ltd

ASSUMPTION OF RISK, WAIVER, MEDICAL DECLARATION AND INSURANCE ACKNOWLEDGMENT

This Assumption of Risk, Waiver, Medical Declaration and Insurance Acknowledgment (the "**Waiver**") is entered into between:

(A) **43.1 Adventures Pte. Ltd.** (UEN: 202617960K) ("**43.1 Adventures**"); and

(B) The Participant listed in **SCHEDULE 1** below.

Where the Participant is below 18 years of age, this Waiver must be executed by the Participant's parent or legal guardian.

1. Nature of Activity

1.1 The Participant acknowledges that snowboarding is an inherently hazardous alpine sport undertaken in mountain environments and involves risks which cannot be completely eliminated notwithstanding reasonable precautions.

1.2 Such risks may include, without limitation:
(a) falls, slips and loss of control;
(b) collisions with other skiers, snowboarders, persons, equipment or fixed objects;
(c) variable snow, ice, terrain, visibility and weather conditions;
(d) avalanches, falling snow or ice and other natural mountain hazards;
(e) use of ski lifts, gondolas, tow systems and other resort facilities;
(f) equipment failure or malfunction;
(g) altitude, cold exposure, fatigue and physical exertion;
(h) conduct of other users of the ski resort; and
(i) serious bodily injury, permanent disability or death.

1.3 The Participant acknowledges and voluntarily assumes all risks inherent in and associated with participation in the coaching activities, including the risks identified in Clause 1.2.

2. Age and Other Requirements for Participation

2.1 The minimum age for participation in the Activities shall be eight (8) years. No Participant below the age of eight (8) years shall be permitted to participate in the Activities. Participants aged eight (8) to nine (9) years (inclusive) shall only be permitted to participate in one-on-one (1:1) coaching sessions and shall not be eligible for group coaching sessions.

Exception for Ages 6 to 7: We may, at our sole discretion, accept participants aged 6 to 7 years old on a case-by-case basis. Because of the elevated physical and supervisory needs of children in this age group, such acceptance is strictly subject to the following mandatory conditions:
(a) **One-on-One (1:1) Coaching only:** No group or 1:2 lessons are permitted.
(b) **Enhanced Risk Agreement:** The parent or legal guardian must sign a supplementary *Enhanced Risk Acknowledgment*.
(c) **Management Approval:** The booking is subject to explicit written approval by 43.1 Adventures management.

2.2 Without prejudice to Clause 2.1, a Participant below 18 years of age may participate only if:

(a) this Waiver;
(b) the Coaching and Participation Agreement;
(c) the medical declaration; and
(d) all other required consents,

are duly executed by the Participant's parent or legal guardian.

2.3 The parent or legal guardian of a Participant below 18 years of age shall provide:
(a) documentary evidence of the Participant's date of birth;
(b) documentary identification of the parent or legal guardian; and
(c) where reasonably requested by 43.1 Adventures, evidence of his or her parental responsibility or legal guardianship.

2.4 By signing on behalf of a Participant below 18 years of age, the parent or legal guardian:
(a) consents to the Participant's participation in the coaching activities;
(b) confirms that he or she has the authority to provide such consent;
(c) confirms, to the best of his or her knowledge, the accuracy and completeness of the Participant's medical and health information; and
(d) agrees to be bound by all obligations expressly imposed on the parent or legal guardian under this Waiver and the Coaching and Participation Agreement.

2.5 Where the Participant is below 14 years of age and the PRC Personal Information Protection Law applies, the Participant's parent or legal guardian shall separately provide any consent required for the collection, processing and/or cross-border transfer of the Participant's personal information.

2.6 Where the Participant's medical declaration discloses any of the following, the Participant shall, before commencement of the coaching activities, provide a certificate or written confirmation issued by a registered medical practitioner within the three (3) months immediately preceding the commencement of the coaching activities, confirming that the Participant is medically fit to participate in snowboarding and related physical activity:
(a) cardiac or cardiovascular conditions;
(b) respiratory conditions;
(c) epilepsy or seizures;
(d) fainting or loss of consciousness;
(e) severe osteoporosis or significant musculoskeletal conditions;
(f) recent surgery (within the preceding six (6) months);
(g) any condition in respect of which a medical practitioner has advised against participation in strenuous or high-risk physical activity; or
(h) any other condition which may reasonably affect the Participant's ability to participate safely.

2.7 43.1 Adventures may impose reasonable safety conditions, modify the coaching programme or decline participation where, having regard to the Participant's health, physical condition, ability, the terrain or prevailing conditions, it reasonably considers participation unsafe.

2.8 A Participant who is pregnant shall not be permitted to participate in the coaching activities, notwithstanding the provision of any medical clearance or declaration. The Participant shall disclose any pregnancy to 43.1 Adventures before commencement of the coaching activities and promptly notify 43.1 Adventures if the Participant becomes pregnant at any time during the coaching period.

3. Scope of Coaching

3.1 43.1 Adventures provides snowboard coaching services only.

3.2 All coaching is conducted in person and on site at the designated ski resort in the People's Republic of China.

3.3 43.1 Adventures does not provide online coaching, remote technical analysis, virtual coaching, distance learning or off-site coaching.

3.4 43.1 Adventures is not acting as a travel agency or tour operator. The Participant remains solely responsible for arranging and paying for his or her own flights, ground transportation, accommodation, visas, lift passes, equipment rental and personal insurance.

4. Participant's Responsibilities

4.1 The Participant shall:
(a) follow all reasonable instructions given by the coach;
(b) comply with all resort rules, signs, safety requirements and applicable laws;
(c) use suitable snowboarding equipment and protective equipment, including a properly fitted helmet;
(d) participate only on terrain which the Participant is reasonably capable of navigating;
(e) immediately inform the coach if the Participant feels unwell, injured, fatigued or otherwise unable to continue safely;
(f) not participate while affected by alcohol, illegal drugs, medication which materially impairs judgment or coordination, or any other intoxicating substance; and
(g) conduct himself or herself in a manner which does not unreasonably endanger the Participant, the coach or any third party.

4.2 The coach may change the lesson plan, terrain, level of difficulty or duration where reasonably necessary for safety.

4.3 The coach may immediately suspend or terminate a Participant's participation where the coach reasonably considers continued participation unsafe.

5. Medical Declaration

5.1 The Participant confirms that all health and medical information disclosed to 43.1 Adventures is complete and accurate to the best of the Participant's knowledge.

5.2 The Participant shall disclose before commencement of coaching any pregnancy, medical condition, injury, disability, medication, allergy or other circumstance which may reasonably affect the Participant's ability to snowboard safely or which may be relevant in an emergency.

5.3 Where the Participant discloses any medical condition specified in Clause 2.6, the Participant shall provide the medical clearance required under that Clause. 43.1 Adventures may require further medical information or medical clearance before determining whether, and on what conditions, the Participant may participate in the coaching activities, subject always to Clause 2.8.

5.4 43.1 Adventures may require further information or medical clearance before determining whether and on what conditions the Participant may participate.

6. Mandatory Personal Insurance

6.1 The Participant must, at his or her own cost, obtain and maintain valid insurance throughout the coaching period which expressly covers:
(a) snowboarding and/or skiing as a high-risk sporting activity;
(b) participation in such activity in the People's Republic of China;
(c) emergency medical treatment and hospitalisation;
(d) mountain rescue and emergency evacuation; and
(e) repatriation where applicable.

6.2 The Participant is solely responsible for ensuring that the policy limits, exclusions and geographical scope are adequate for the intended activities.

6.3 43.1 Adventures does not provide or arrange insurance for the Participant.

6.4 The Participant shall provide satisfactory documentary proof of insurance before the first coaching session. If satisfactory proof of insurance is not provided, 43.1 Adventures may refuse to permit the Participant to participate. Any refund or credit shall be determined in accordance with the terms of the Coaching and Participation Agreement and mandatory law.

7. Assumption of Risk and Limitation of Liability

7.1 To the fullest extent permitted by applicable law, the Participant voluntarily assumes all risks arising out of or in connection with snowboarding and participation in the coaching activities.

7.2 To the fullest extent permitted by applicable law, 43.1 Adventures, its directors, officers, employees, instructors, agents, representatives and contractors shall not be liable to the Participant for any loss, damage, injury, death, expense, cost or liability of any nature whatsoever arising out of or in connection with:

(a) the Participant’s participation in any activity conducted by 43.1 Adventures;
(b) any accident, fall, collision or other incident occurring during or in connection with such participation;
(c) medical conditions which the Participant has failed to disclose;
(d) the Participant's own misconduct or negligence;
(e) mountain, snow, weather, terrain or resort conditions;
(f) any act or omission of any third party; or
(g) any other risk associated with snowboarding,

whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

7.3 Nothing in this Waiver shall exclude or limit any liability which cannot lawfully be excluded or limited under applicable law.

8. Waiver and Release of Claims

To the fullest extent permitted by applicable law, the Participant waives all claims against and releases 43.1 Adventures, its directors, officers, employees, instructors, agents, representatives and contractors from all liability for any injury, loss, damage, cost or expense arising out of or in connection with the Participant’s participation in the snowboarding activities, including any claim arising from negligence or breach of contract. Where this Waiver is signed by the Participant’s parent or legal guardian, the waiver and release extends to any and all claims that the parent or legal guardian may have personally and, to the extent permitted by applicable law, claims that the

parent or legal guardian may lawfully waive on behalf of the Participant. Nothing in this Waiver shall exclude or limit 43.1 Adventures' liability for death or personal injury caused by its gross negligence, or for any other liability that cannot be excluded or limited under applicable law.

9. Emergency Medical Assistance

9.1 Where the Participant is injured or becomes ill and urgent action is reasonably required, the Participant authorises 43.1 Adventures and its coaches to contact emergency services, ski patrol, the Participant's emergency contact and, where appropriate, the Participant's insurer.

9.2 43.1 Adventures does not provide medical services and does not warrant the availability, response time or quality of third-party emergency or medical services.

9.3 The Participant is responsible for medical, evacuation and related expenses except to the extent liability for such expenses is imposed upon 43.1 Adventures by applicable law.

10. Personal Data

10.1 The Participant acknowledges receipt of and agrees to the processing of personal data in accordance with 43.1 Adventures' Privacy Policy at [Client to insert Privacy Policy hyperlink].

11. Governing Law and Dispute Resolution

11.1 This Waiver shall be governed by and construed in accordance with the laws of the Republic of Singapore.

11.2 Any dispute, controversy or claim arising out of or in connection with this Waiver, including any question regarding its existence, validity, interpretation, performance, breach or termination (the "**Dispute**"), shall first be referred to mediation administered by the Singapore International Mediation Centre ("**SIMC**") in accordance with the SIMC Mediation Rules for the time being in force.

11.3 If the Dispute is not resolved by mediation within thirty (30) days from the commencement of the mediation, or within such other period as the parties may agree in writing, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference into this Clause.

11.4 The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The arbitration shall be conducted in the English language.

Nothing in this Waiver shall exclude or limit any liability that cannot be excluded or limited under the mandatory laws of the Participant's jurisdiction of residence.

SCHEDULE 1

ACKNOWLEDGMENT

43.1 Adventures Pte Ltd

A. PARTICIPANT'S PARTICULARS

Name: _____

Passport / Identification No.: _____

Date of Birth: _____

Nationality: _____

Residential Address: _____

Emergency Contact: _____

Emergency Contact Number: _____

B. ACKNOWLEDGMENT

Please tick each box to confirm:

I, the undersigned Participant / Parent or Legal Guardian, confirm that:

☐ I have read and understood this Waiver.

☐ I understand and assume all the risks associated with snowboarding.

☐ The medical declaration submitted by me is accurate.

☐ The insurance requirements have been or will be satisfied before participation.

☐ I enter into this Waiver voluntarily.

C. SIGNATURE

PARTICIPANT AGED 18 OR ABOVE

Signature: _____ Date: _____

PARTICIPANT BELOW 18 — to be completed by the Parent or Legal Guardian

Parent / Legal Guardian's particulars

Name: _____

Identification No.: _____

Relationship to Participant: ☐ Parent ☐ Legal Guardian

Signature: _____ Date: _____