



# PEAKSHUNTER

MOUNTAIN GUIDES

## SELF-DECLARATION OF HEALTH STATUS TO CARRY OUT ACTIVITIES WITH THE MOUNTAIN GUIDES OF PEAKSHUNTER

Name \_\_\_\_\_

Surname \_\_\_\_\_

Date of birth \_\_\_\_\_ Place of birth \_\_\_\_\_

Nationality \_\_\_\_\_

Address (street/square, postal code, city) \_\_\_\_\_

Mobile contact \_\_\_\_\_

Email \_\_\_\_\_

### DECLARES UNDER ITS OWN RESPONSIBILITY

- to be in good health
- not to have had typical symptoms of Covid-19 in the 15 days prior to the activity
- of not having had contact with positive people at Covid-19 in the 5 days prior to the activity

SIGNATURE (legible)

\_\_\_\_\_



# PEAKS HUNTER

MOUNTAIN GUIDES



**ELIS MARTIS**

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www.peakshunter.com

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## PRIVACY POLICY INFORMATION (GDPR 2016/679)

Dear Customer, pursuant to art. 13 of EU Regulation 2016/679 and in relation to the information that will come into possession, for the purposes of the protection of persons and other subjects regarding the processing of personal data, we inform you of the following details:

### 1. Data Controller

The data controller of your personal data is PEAKSHUNTER MOUNTAIN GUIDES in the person of Elis Martis (Tax Code MRTLSE78H07F205C | VAT number 11464190013) - Frazione Champlan n. 19 - 11010 Sarre (AO) - email address: [info@peakshunter.com](mailto:info@peakshunter.com)

### 2. Finalità del trattamento

The data you provide will be used for the purpose of:

- complying with the legislation on the billing of services
- keeping, for a period of 14 days, an archive of attendance at activities with Peakshunter Mountain Guides according to the Ordinance of the President of the Valle d'Aosta n. 231 of 05/06/2020 and subsequent amendments and additions, as a measure to combat the spread of Covid-19 (as per Prime Ministerial Decree of 11 June 2020).

### 3. Processing methods

The processing of your personal data will be carried out manually with a paper archive and in an automated form with an electronic archive, stored at our offices, with methods and tools aimed at guaranteeing adequate security and confidentiality and to prevent its unauthorized access or use.

### 4. Provision of data

The provision of data for the purposes referred to in point 2 is mandatory for contractual and health purposes. Any refusal of the authorization to process data makes it impossible to enter into any contract for the purchase of Peakshunter Mountain Guides services. However, you can withdraw your consent at any time without prejudice to the lawfulness of the processing based on the consent given prior to the revocation.

### 5. Communication and data recipients

The data you provide will be communicated to professionals who deal with accounting and tax law practices on behalf of Peakshunter Mountain Guides in order to fulfill the legal and tax obligations and to the health authorities only in the event of situations of contagion from Covid-19.

### 6. Data retention period

Your personal data will be kept for accountants for a period of 10 years. If after 10 years there are no orders that require billing, your data may be automatically deleted from the paper and electronic archives. Your personal data will be kept at health purposes for a period of 14 days.

### 7. Consent for other purpose

If there is a need to further process your personal data for a different purpose than that for which they were collected, the data controller will provide all the information regarding the new purpose and you will therefore be asked for an explicit consent to the processing of the data for this purpose.

### 8. Rights of the interested party

You can exercise at any time, pursuant to articles 15 to 22 of EU Regulation no. 2016/679, the right to:



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a) obtain from the data controller confirmation as to whether or not personal data concerning you are being processed and, in this case, to obtain access to personal data and the following information: the purposes of the processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated and, when possible, the retention period of the personal data provided or, if not possible, the criteria used to determine this time;

b) obtain the rectification and cancellation of data;

c) obtain the limitation of the processing;

d) obtain the portability of data from the data controller, in a structured format, commonly used and readable by an automatic device, and transmit them to another data controller without impediment;

e) object at any time to the processing of personal data concerning you carried out for direct marketing purposes, including prolotion to the extent that it is connected to such direct marketing;

f) not be subjected to a decision based solely on automated processing, including prolotion, which produces legal effects concerning him or which significantly affects his person in a similar way;

g) lodge a complaint with a supervisory authority. You can exercise your rights by sending a written request to the postal address: Peakshunter Mountain Guides di Elis Martis - Frazione Champlan n. 19 - 11010 Sarre (AO), or to the email address: [info@peakshunter.com](mailto:info@peakshunter.com)

As PEAKSHUNTER MOUNTAIN GUIDES Customer, I declare that I have received and read the above information and in light of them:

☐ **I CONSENT** to the processing of my personal data

☐ **I DO NOT** grant consent to the processing of my personal data

\_\_\_\_\_ (place), \_\_\_\_\_ (data)

SIGNATURE (legible)

\_\_\_\_\_



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## PRIVACY CONSENT (GDPR 2016/679)

Name and Surname \_\_\_\_\_ as PH's Customer, having received the information provided by the personal data holder, pursuant to art. 13 of Italian Legislative Decree 196/2003,

- ☐ **consents** to the processing of personal data for the purposes indicated in said disclaimer (should the data processing not fall within one of the exemptions pursuant to art. 24 of Italian Legislative Decree 196/2003)
- ☐ **consents** to the disclosure of personal data to the persons/entities and for the purposes indicated in the disclaimer (in the event that the disclosure of personal data is required and does not fall within the exemptions pursuant to articles 61 - 86 of Italian Legislative Decree 196/2003)
- ☐ **consents** to the dissemination of personal data for the purposes and within the scope indicated in the disclaimer (in the event that the dissemination of personal data is required and does not fall within the exemptions pursuant to articles 24 and 61 of Italian Legislative Decree 196/2003)
- ☐ **consents** to the the processing of his/her sensitive data required for carrying out the operations indicated in the disclaimer? (in the event that the processing of sensitive data is required)

Read and approved.

SIGNATURE (legible) \_\_\_\_\_

## PHOTO | VIDEO | WEB RELEASE FORM

Name and Surname \_\_\_\_\_ as PH's Customer, registered as a participant in the activity promoted by PEAKSHUNTER MOUNTAIN GUIDES, during which audio, photo and video recordings may be made by the Alpine Guides or other participating customers or third parties authorized by PEAKSHUNTER MOUNTAIN GUIDES.

**WHEREAS** this material may be used by PEAKSHUNTER MOUNTAIN GUIDES and by third party collaborators of the same for the promotion and sale for commercial purposes of mountaineering and outdoor activities, both on social channels and on the website of PEAKSHUNTER MOUNTAIN GUIDES and of third parties authorized by PEAKSHUNTER MOUNTAIN GUIDES.

**DECLARES** to be aware of and not to be against that the images mentioned in the introduction may be subject to public representation through events, publications in magazines, commercial brochures via the web, downloading, public projection, diffusion on optical and magnetic support, commercial diffusion.

**AUTHORIZES** Elis Martis, as owner of the PEAKSHUNTER MOUNTAIN GUIDES trademark, to use his image rights free of charge and to disseminate the images referred to in the introduction without territorial and/or temporal limits.

- ☐ **CONSENTS**
- ☐ **DON'T CONSENT**

SIGNATURE (legible) \_\_\_\_\_



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## RELEASE FORM

With reference to the following activity, in which the Customer intends to participate,

- |   |                                       |                                   |                                      |
|---|---------------------------------------|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> MOUNTAINEERING     | <input type="checkbox"/> ICE CLIMBING | <input type="checkbox"/> CLIMBING | <input type="checkbox"/> VIA FERRATA |
| <input type="checkbox"/> SKI MOUNTAINEERING | <input type="checkbox"/> SNOWSHOEING  | <input type="checkbox"/> FREERIDE | <input type="checkbox"/> HELISKI     |
| <input type="checkbox"/> CANYONING          | <input type="checkbox"/> COURSE/STAGE | <input type="checkbox"/> TREKKING | <input type="checkbox"/> TRIPS       |

Name \_\_\_\_\_

Surname \_\_\_\_\_

Date of birth \_\_\_\_\_ Place of birth \_\_\_\_\_

Nationality \_\_\_\_\_

Address (street/square, postal code, city) \_\_\_\_\_

Mobile contact \_\_\_\_\_

Email \_\_\_\_\_



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## **DECLARE TO ACKNOWLEDGE, APPRECIATE, AND ACCEPT what follows:**

- 1.** PEAKSHUNTER and its Mountain Guides, thanks to their experience and professionalism, make all the efforts to ensure the participants' utmost level of safety, informing the Customer with details concerning activity's dangers and risks. However, mountaineering activities, mountain sports and outdoor disciplines in general are potentially dangerous for individual safety and are exposed to objective risks due to environmental characteristics, objective factors linked to meteorological and context situations (ex. weather variations, changes in temperatures and visibility, danger of falling rocks, risk of avalanches, presence of crevasses on glaciers, possibility of sudden changes in climatic conditions, etc.): the Customer was informed of these objective risks and accepts them;
- 2.** the Customer must be duly trained, both physically and mentally, to perform the activities they want to take part in organised by PEAKSHUNTER MOUNTAIN GUIDES. To this end, the Customer have to communicate the level of his technical skills, his physical preparation, his previous experiences, as well as his physical state and to report any pathologies and/or health problems of any kind at the time of booking;
- 3.** given the objective and/or subjective conditions and situations that may occur in every instance, PEAKSHUNTER MOUNTAIN GUIDES cannot guarantee the full execution of the scheduled activity (e.g. for mountaineering, reaching the summit or agreed itinerary, scheduled times); Mountain Guides can, at their sole discretion, cancel or change, in whole or in part, the schedule according to the environmental and weather conditions and the physical and/or mental conditions of each participant.
- 4.** PEAKSHUNTER and its Mountain Guides will not be held liable for any injury to people and/or loss of or damage to their belongings during the activities, without prejudice to the limits established by law;

## **UNDERTAKE TO**

- 5.** inform the Mountain Guide about his/her technical skills, previous experiences, and physical conditions, deeming fit for PEAKSHUNTER MOUNTAIN GUIDES's activity; the Customer acknowledges that PEAKSHUNTER MOUNTAIN GUIDES will not be held liable in the event of omissions and/or untruthful statements;
- 6.** abide by the instructions provided by PEAKSHUNTER and its Guides during the activity, including those regarding the equipment, clothing, and specific technical skills required for the scheduled activity.

## **ALSO DECLARE**

- 7.** to be well-informed about the activity Customer wants to take part in, its characteristics and its relative schedule, as well as having received details about the necessary technical equipment, the clothing, and specific technical skills required;
- 8.** to have been informed, in particular, about the risks of an objective nature due to environmental characteristics, objective factors related to the meteorological situation and environmental context (e.g.



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changes in weather, temperatures and visibility, danger of falling stones, risk of avalanches, presence of crevasses in glacier areas, possibility of sudden change of climatic conditions, etc.); in the specific case, to have been informed of the avalanche risk by indicating the local avalanche bulletin and the risk of falling into crevasses, in the event that the activity takes place in part or entirely on a glacier area.

**9.** to have viewed and to accept the terms and conditions and fees applied by PEAKSHUNTER MOUNTAIN GUIDES to the chosen activity;

**10.** to release PEAKSHUNTER (including its directors, managers, employees, collaborators, consultants, etc.) and its Mountain Guides, who have provided their professional service during the chosen activity, from any and all liability for any injury and/or damage to property that I may suffer during the participation in these activities, notwithstanding the limits established by law.

**11.** to commit to indemnify and hold harmless PEAKSHUNTER MOUNTAIN GUIDES (including its directors, collaborators, consultants, planning responsible or delegate in their , etc.) and the Mountain Guides from any and all liability, including any legal costs, for claims, losses, or injuries suffered by third parties and/or property due to Customer's conduct.

**12.** that the images taken and audio recorded during Customer's participation in PEAKSHUNTER's activities with any video or audio equipment will not be used for purposes other than private and personal use.

**13.** to undertake not to sell, broadcast, publish or use said recordings and/or images for commercial purposes and not to exploit Client's participation in PEAKSHUNTER MOUNTAIN GUIDES's activities commercially in any way and by whatever means.

**14.** to take civil and criminal liability for untruthful or incomplete statements;

**15.** to accept that any dispute arising from this agreement, even in instances in connection with facts and circumstances occurred in other countries, will be settled by the Court of Aosta, which has exclusive jurisdiction.



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## AUTHORISE

**16.** henceforth, PEAKSHUNTER MOUNTAIN GUIDES, its Guides and the healthcare personnel in charge to administer first aid in the event of an injury of whatever nature during the activities, should the Customer be unconscious and/or not in full possession of my mental faculties;

**17.** PEAKSHUNTER MOUNTAIN GUIDES and third parties appointed by them to collect and process Customer personal and sensitive data in compliance with Italian Legislative Decree 196/2003 and subsequent amendments and additions for the sole purposes related to Customer participation in the Company's activities.

**18.** PEAKSHUNTER and appointed third parties to photograph and/or film and/or record Customer and broadcast, publish, and use each photograph, video, recording, or image without limitation and without entitling me to any remuneration. To this end, Customer expressly declares that PEAKSHUNTER, the third parties it appoints, and whoever purchases the right to use said photographs or footage from the latter will not be held liable towards the Customer for the use of said material.

## CONSENT

Validity: the Customer declares to have read and understood the content of this form and accept all the terms and conditions herein. Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Customer hereby expressly approves clauses n. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18. Should any of the provisions of these terms and conditions be held invalid, the remaining provisions will nevertheless continue in full force.

Read and approved.

\_\_\_\_\_ (place), \_\_\_\_\_ (data)

SIGNATURE (legible) \_\_\_\_\_



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