

## **Terms and conditions**

### **IMPORTANT NOTICE**

These terms and conditions were originally written in Portuguese and this is the only version with legal effect. Any translation made by the user or the event organizer has no legal effect and serves only as a support for understanding these terms. Any controversy that may arise in the interpretation of the terms and conditions must be analyzed and resolved in the original language (Portuguese), which can be found at link

The organization of Meeting Canyoning Madeira (MCM) is doing its best to put on a quality event for the benefit of the canyoning community. In order to clarify the guidelines of the event, and with the aim of establishing the operating rules that will allow all participants to enjoy a great event, we share the following Terms and Conditions:

#### **In a nutshell:**

The participant, as an independent athlete, is responsible for their canyoning activity.

The organization of the MCM is limited to the activities during the event, and to providing the necessary information for canyoning.

In all matters not covered by these general conditions, the Organizing Committee and the Participant will be guided by common sense and the basic rules of coexistence.

### **I. General provisions**

#### **Scope of application:**

The terms and conditions set out in this document are binding both on the organisation and on the participants, accompanying persons, speakers and workshop participants and sponsors who have accepted them. Only people who accept these conditions, in any of their forms of participation, may take part in the event. If a participant does not accept the terms and conditions, they should not register for the event. Participants accept these terms and conditions when they register online.

#### **Language:**

The current terms and conditions are those published on the website <http://canyoningmadeirameeting.com/em> Portuguese and English. As this is an international event, the portal offers automatic translations into different languages; however, in the event of a dispute, the terms and conditions in Portuguese will apply. If you have any questions, please contact the organisation at [meetingmadeira@gmail.com](mailto:meetingmadeira@gmail.com).

**Definitions:**

MCM: Meeting Canyoning Madeira, which will take place from 13 to 18 October 2024.

Participants: Experienced practitioners, in good physical condition, who have registered (including payment of the corresponding fee) and who have been confirmed by the MCM organisation.

Accompanying person: A person who may or may not be an athlete and who has signed up to take part in the activities that will take place at the Clube Naval do Seixal headquarters.

Organisation Composed of: Duarte Silva, Luís Vasconcelos and Alexandre Andrade, Miguel Sousa, Décio Silva, Rodolfo Ramos and Rui Rodrigues;

Headquarters: Clube Naval do Seixal

**Description of the event Objectives:**

The Madeira Canyoning Meeting 2024 aims to bring together canyoners from different countries and in this way, in line with socio-economic objectives, seeks to develop international canyoning. The organisation is working to provide participants with the conditions for the event to take place safely and for everyone to enjoy themselves. Meeting Canyoning Madeira is a non-profit event, and the organisation acts as a facilitator and administrator of participant registrations.

**Organiser:**

The Madeira Canyoning Meeting 2024 is a Clube Naval do Seixal event and the organisation of the 2024 edition has been entrusted to the committee mentioned in this document.

**Venue:**

The Madeira Canyoning Meeting will be held at the Clube Naval do Seixal facilities, where the various activities will take place. Although it is the responsibility of the organising committee to provide information for the canyoning activities and to analyse the conditions beforehand, any other activity outside the venue is not the responsibility of the organisation.

**Date:**

The Madeira Canyoning Meeting will take place from 13th to 18th October 2024. Details of the event's various activities will be published before the event takes place and may be altered depending on the availability of speakers or any change in conditions.

**Activities:**

The activities to be carried out as part of Meeting Canyoning Madeira 2024:

- Canyoning
- There will be at least 20 available in the vicinity of the event.
- Lectures and workshops
- Specialists from different areas will be invited to give lectures on topics of interest to the canyoning community.
- Welcome event
- A first meeting will be organised to encourage the participants to get to know each other.
- Closing dinner

**Participation methods Participants:**

Self-employed participants who have registered and paid their registration fee and received confirmation by post. You are entitled to take part in a prize draw for technical equipment provided by the sponsors.

**Accompanying person:**

You have the right to take part in all the activities taking place on site, except for the draws for technical equipment. You will not be able to sign up for the raffle or participate in the canyoning outings.

**Opponent and guest:**

You have the right to take part in all the activities taking place on site, except for the draws for technical equipment.

**Sponsor:**

You have the right to take part in all the activities to be held on site, except for the draws for technical equipment.

**Staff:**

Supports the event by providing participants with information about the canyons, such as equipment, distances, access, etc. Occasionally accompanies participants for the sole purpose of providing information on access, exits or any other necessary information, but should not be considered in any way as a guide and is not obliged to provide or carry material on the descent of the canyons.

**Organiser:**

You may be a committee member or advisor. You will take part in the activities on site and in the canyoning.

**General Requirements:**

The participant recognises and accepts that, although this is a recreational and non-competitive event, it can be physically demanding, depending on the physical capacity of the participant. Therefore, the participant is informed that the event in which they will be taking part may be physically demanding. The participant is aware of the nature of the event and the risks involved, both physical and technical.

The participant declares and accepts that they are physically fit and free to take part in Meeting Canyoning Madeira and that they have been duly informed of the characteristics of the event via the website <https://canyoningmadeirameeting.com/> and the respective email [meetingmadeira@gmail.com](mailto:meetingmadeira@gmail.com). The participant therefore accepts that they are solely responsible for their actions and that the organising committee of Meeting Canyoning Madeira, the staff, the sponsors and the rescue team assume no responsibility for any injuries or illnesses that the participant may suffer because of their participation in the event.

Minors are not permitted.

**Right of admission:**

The participant or accompanying person is aware that the organiser reserves the right of admission.

**Insurance:**

It is a requirement for the participant's enrolment to have sports insurance covering the risks of the canyoning activity during the event. In the case of foreign participants, their insurance must also cover rescue and repatriation costs.

**Participant costs:**

Registration cost 130€.

Includes:

- Canyoning logistics
- Access to the Madeira Canyoning Meeting area, Clube Naval do Seixal.
- Participation in workshops (limited capacity).
- Access to technical canyoning information.
- Participation in prize draws.
- Welcome Drink
- Closing dinner.
- T-shirt
- Canyoning Croquis book

Payment of the registration fee represents the participant's contribution to the organisation of the event. In no way should it be interpreted as income for the organisation since they are responsible for receiving these amounts as a deposit and using them to make the necessary expenses for the event. Taxes are not included because this is not an act of commerce that represents income for the recipient.

**Participant kit:**

The participant's bag includes: a rucksack, an official Meeting Canyoning Madeira T-shirt, an identification and access bracelet, printed information about canyoning, advertising from possible sponsors and a gift from the sponsors, if any.

When picking up the "participant's bag" at the agreed place, time and day, the participant must present the proof of attendance given at the time of registration and, where appropriate, a personal photo ID accepted by the organisation (DNI, driving licence, passport, etc.) and proof of insurance. Failure to present the aforementioned documents will prevent the participant from taking part in the Madeira Canyoning Meeting.

If the participant does not complete their registration by 30 July, the organisation reserves the right to deliver another T-shirt size if there is not enough stock at the time of registration.

**Check-in:**

If a participant arrives after the start of the Madeira Canyoning Meeting and has already registered, they must go to the secretariat at the established time to register and collect their "Participant Kit".

## **Madeira Canyoning Meeting Zone**

### **Canyoning information:**

The place where information will be given to participants and the opening hours available will be indicated by the organisation. There will be staff trained to provide the necessary information about the canyons.

Participants must fill in the group sheet provided by the canyoning organisation to be monitored by the organisation.

### **Shopping area:**

Shops specialising in technical canyoning equipment will be invited to make their products available to participants. The organisation's participation in the commercial area will only be aimed at providing space for the shops and facilitating logistics. The organisation is therefore in no way responsible for any negotiations between the shops or the participants. The organisation of the event does not participate in sales, nor does it have any fiscal or commercial responsibility.

### **Protocols:**

The organisation will publish the canyoning protocols, which will seek to promote safe conditions for canyoning and encourage coexistence between the different groups. These protocols will be in accordance with the objectives of the sport and via the contacts provided by the participants when they registered and will be made available at the secretariat.

Failure to comply with these protocols which jeopardises the safety of the participant or third parties, or which in any way affects third parties, may result in the participant being expelled from the event.

### **Description:**

The organisation will prepare the topographical maps of the canyoning routes proposed for the event and will share them with participants by email and they will be available for consultation by participants at the secretariat.

## **II. Logistics**

### **Registration procedures:**

Registration for Meeting Canyoning Madeira will be carried out in accordance with the following steps:

- 1 Filling in the digital form available at <https://canyoningmadeirameeting.com/>
2. Review of the data by the organisation and, if necessary, consultation with the participant about any doubts that may arise.
3. Sending payment instructions to the participant.
4. Payment must be made no later than 5 working days after the day following the day on which the payment instructions are sent.
5. Confirmation of receipt of payment and completion of registration no later than 15 working days after payment has been made. If payment is not confirmed within this period, the participant is invited to inform the organisation by email or WhatsApp from which they were contacted, presenting proof of payment.

## **Canyoning**

### **Group integration:**

Participants are free to form groups with whomever they want to go canyoning with, if all the participants involved agree and registered for the Meeting.

We will endeavour not to have too many participants in each canyon each day, with the aim of providing progressions that the participants enjoy and avoiding massification.

Although the aim is to encourage socialising and healthy coexistence between the different groups of participants, each participant will be responsible for their own descent and technical equipment.

### **Timetables:**

The organisation will publish timetables for logistics according to the location of each canyon, as well as the location and estimated time of the route, to promote safe conditions during the event. Participants must not start canyoning after the time limit indicated by the organisation.

### **Monitoring:**

The organisation collects data on canyon descents to ensure that groups carry out their descents in an organised manner, avoiding massification, and with the aim of monitoring participants. For this reason, participants must notify the Secretariat of the start of the descent and the exit from the canyon to the WhatsApp number provided, or in person at the Secretariat.

### **Transport:**

The organisation will provide transport to the canyons for those participants who need it. We will try to optimise resources to transport as many canyoners as possible in reasonable timeframes and, to this end, transfers will be made along set routes and at set times. Every effort will be made to ensure that waiting times are as short as possible; however, we ask for the understanding of the participants to comply with the timetables set by the Organisation.

If you want to take your car to the canyoning, you can be supported by a combination of vehicles as far as possible.

### **Risks inherent in the activity:**

The participant recognises and accepts that he/she is aware of the risks inherent in this type of event, and therefore participates in the MCM of his/her own free will and initiative, assuming the organisation cannot be held responsible for any damage, harm or injury that may result from participation in this MCM due to negligence on the part of the participant.

### **Insurance:**

The participant must have personal accident insurance, which must be provided to the organisation at the latest at the time of registration at the start of the event; if they do not have it, the MCM organisation will provide the facilities for the participant to take out such insurance. If the participant does not have insurance and refuses to take it out, they will not be able to take part in the canyoning outings and will only be able to carry out the activities on site, without the possibility of a refund of the registration fee.

**Technical equipment:**

The participant, as an independent athlete, is responsible for having the technical canyoning equipment in good condition and is solely responsible for their personal or collective protection equipment.

**Anchorage:**

The MCM organisers have taken care to ensure that the canyoning facilities are suitable for sporting descents, however, it is the participant's responsibility to supervise the facilities they are descending, and this is their responsibility and not that of the event organisers or other participants.

### III. Privacy

**Personal data:**

The confidentiality declaration is made available to the participant at the time of enrolment, stating the data collected and its use.

**Use of images and copyright:**

The participant irrevocably accepts that their participation in the MCM may be filmed, recorded, incorporated and exploited, in whole or in part, in television programmes, films, videos, broadcasts of all kinds and in any type of media, by any method and in all media and formats currently existing or invented after the date of acceptance of these conditions.

The participant irrevocably accepts the use and reproduction of his/her name, image, likeness and photographs, films and recordings, by any method and in any media, for promotional, advertising and other purposes related to the operation of the MCM (and future MCMs) and/or the promotion thereof (and future MCMs), as well as commercial rights related to the MCM (and future MCMs, provided that such uses do not imply an endorsement by the participant of any official sponsor or supplier of the MCM.

Any film, photograph (camera or mobile phone) or other form of representation of still or moving images, as well as any intellectual property associated with them (including, but not limited to, copyright), will always be the property of the MCM organiser and, in cases where the intellectual property is not automatically assigned to the MCM organiser, these general conditions will constitute a legally binding assignment of the same and/or the participant will sign all documentation justifiably necessary for this clause to take effect. Consequently, without the prior written authorisation of the MCM organiser, these images may only be used for private purposes.

In the case of a photo competition, the participant assigns the copyright of the images they share to take part in the competition.

## **IV. Cancellation and refund**

### **Cancellation by the organisation**

#### **Cancellation of the event:**

In the event of the event being cancelled for unforeseen reasons or reasons beyond the control of the organisers, participants will be informed as soon as possible.

Refunds in the event of event cancellation:

The MCM is a non-profit event and the money charged to participants as registration fees will be spent on the necessary expenses for the event to take place. For this reason, in the event of a situation beyond the organisation's control or a force majeure event that forces the event to be cancelled, the expenses incurred will be accounted for at the time and the remainder will be refunded proportionally to the participants who paid their fees.

In the event of cancellation of the event, the organisers will not be responsible for any additional costs incurred by the participants, such as flight tickets, accommodation, etc.

#### **Cancellation of participation:**

Participant cancellation

Participants wishing to cancel their participation must notify the organisers by 30 May.

Refunds for cancellations

Cancellations made within the specified period will be entitled to a 50% refund of the amount paid, less any processing fees.

Cancellations made between 1 June and 31 July are entitled to a refund of 30% of the amount paid, minus any processing fees.

Late cancellations

Cancellations made after 31 July do not entitle you to a refund. However, you can transfer your enrolment to another eligible person.

If the MCM registration is transferred to another person, the organisation must be notified in writing by email to the designated address. The change of participant will be completed upon receipt of confirmation from the organisation.

### **Refund Procedures**

#### **Refund Request:**

All refund requests must be submitted in writing by email to the designated address.



**Processing time:**

Efforts will be made to process refund requests within a reasonable time after receipt of the cancellation notice.

**Refund method:**

Refunds will be made by the same payment method used for enrolment, unless otherwise agreed.

**Transfer of registration:**

The participant declares and guarantees that he/she pays the registration fee exclusively for his/her personal use. However, he/she may donate, transfer, or resell it to another practitioner, who must fulfil the requirements established for participants and who will be given his/her "participant bag" of the size established by the person who made the registration. For these purposes, the participant must inform the registered number to whom they are transferring their participation rights by e-mail or WhatsApp message.

## V. Responsibility

**Responsibilities of the organization:**

The obligations assumed by the MCM organisation towards the participants are solely and exclusively as follows.

Organising MCM activities on site, such as talks, workshops and participant information centres, in accordance with the Organisation's objectives.

Gathering information about the canyoning proposed for the event and sharing it with participants within the framework of the event, via the <https://canyoningmadeirameeting.com/> portal and via the forms available from the secretariat.

Ensure that food and drink suppliers offer their services at the event site, without this implying any additional responsibility, with the decision to consume resting with the participants. The organisation will, of course, endeavour to ensure that there is sufficient variety and quantity of food and drink.

Provide participants with their welcome kit, as described below.

The organisation is NOT responsible for any situation outside the MCM headquarters.

The participant releases and discharges and agrees not to hold the MCM responsible for all liabilities, claims, actions or demands for damages that may be brought against him or her as a result of or in connection with his or her registration and/or participation in the MCM, including, but not limited to, any liabilities, claims, actions or demands for damages caused by the negligence of the aforementioned parties (including any negligent attempt to rescue), acts or omissions of such parties or any other cause.

The participant expressly and irrevocably waives, on his/her own behalf and on behalf of his/her successors and heirs, any and all recourse or claims of any kind against the organiser of the MCM, its officials, employees, volunteers, suppliers, sponsors, security personnel and/or other persons responsible to it (the "associated parties") for any and all physical, mental or other losses or damages of any kind (including loss of income, loss of profits, pain and suffering) suffered directly or indirectly by the participant, loss of earnings, pain and suffering) suffered directly or indirectly by the participant, his/her family members and/or dependants, and caused in any way by the participant's participation in the ICN, mental or other loss or damage of any kind

(including loss of earnings, loss of profits, pain and suffering) suffered directly or indirectly by the participant, his/her family members and/or dependants, and caused in any way by the participant's participation in the ICN.

Nothing in these conditions excludes or limits the liability of the organiser of the RIC for death or injury caused by the negligence of the organiser of the RIC, for fraud or misrepresentation or for any matter which makes it unlawful for the organiser of the RIC to exclude or attempt to exclude its liability.

## **VI. Regulations**

- General rules for living together at headquarters.
- Respect and courtesy
- All participants, including organisers, participants, sponsors and accompanying persons, must treat each other with respect and courtesy in all areas of the venue.
- Appropriate behaviour is always expected.
- Security and emergencies
- Everyone must respect the safety rules established to guarantee the integrity of all participants.
- Anyone accessing the MCM may be subject to a security check and their registration number may be verified.
- Each participant is fully responsible for their personal belongings, including, but not limited to, canyoning equipment, clothing, electronic devices, and valuables.
- The organisers and event staff cannot be held responsible for the loss, theft, or damage of participants' personal belongings, under any circumstances, in the vicinity of the event venue.
- In the event of lost or damaged items, participants must inform the event staff immediately so that appropriate action can be taken.
- Preservation of the surroundings
- The opening hours set by the organisation for the operation of the venue and its various services must be respected.
- It is forbidden to damage the vegetation, fauna, or any element of the natural environment inside the venue.
- Waste must be correctly separated in accordance with the instructions provided.
- The facilities in general must be respected by using them correctly and leaving them in good condition.

### **General prohibitions:**

- It is forbidden to bring pyrotechnic articles, illegal drugs or controlled substances, weapons, dangerous substances, or liquids and/or other objects subject to legal restrictions onto the premises.
- Smoking is strictly prohibited in the food sales areas, the canteen and conference areas.
- Participants entering the venue with their own vehicle may only park it in the car park area.
- Any intimidating, discriminatory or disrespectful behaviour is prohibited.
- It is forbidden to do anything that could damage or harm the property, hygiene, or appearance of the venue.
- Discrimination based on gender, sexual orientation, race, religion, or other grounds is prohibited.
- We do not tolerate theft or damage to other people's property or goods.

- In the event of partial or total non-compliance by a participant with any of the rules of coexistence, safety and/or any protocol applicable to the venue or established regulations, the organisers reserve the right to apply the appropriate sanctions. They may exclude the participant from all activities related to the MCM, without the right to a refund of any participation fee.
- Moderate alcohol consumption is encouraged. The organisers reserve the right to refuse service to people who are visibly intoxicated.

## **VII. Penalties**

The MCM organising committee reserves the right at any time to withdraw a participant or prevent a participant from taking part in the MCM if, in its absolute discretion, it deems it necessary for reasons of safety or for the good use of the MCM by other participants, or for any other justifiable reason.

The registration fee will not be refunded to a participant who acts negligently, maliciously, intentionally or without due care and attention towards the MCM or other participants, thus causing their withdrawal.

## **VIII. Other issues**

It is forbidden to bring illegal drugs or controlled substances, weapons, dangerous substances or liquids and/or other objects subject to legal restrictions onto the premises.

The participant accepts and affirms that their physical ability and technical knowledge of canyoning are sufficient to guarantee their own safety and integrity under the conditions in which the MCM is carried out.

The participant undertakes to respect all the rules and regulations applicable at the MCM and, in the event of serious misconduct, will be removed from the event without the right to a refund of the registration fee.

In consideration of accepting the registration and participating in the MCM, the participant assumes all risks and responsibilities for any discomfort, illness, injury or accident suffered during preparation for the MCM, during the MCM itself, while at the MCM site and in transfers to and from the MCM. You also recognise that canyoning is an inherently risky activity and that you should not participate in it unless you are medically fit and properly trained. It is your responsibility to check and confirm that you are medically and physically fit to participate in MCM-related activities.

The participant further recognises and accepts that participation in the MCM may involve certain inherent risks and dangers that cannot be completely eliminated, ranging from minor inconveniences to very serious injuries, including permanent disability and death. The participant acknowledges that he/she is aware of and assumes all risks associated with participation in the MCM, including, but not limited to, the risks of permanent injury or death resulting from falls, obstacles, contact with other participants, acts or omissions of other participants, weather, traffic and road conditions.

All decisions of the MCM Organisation are considered definitive and, therefore, the participant will respect all MCM rules, instructions and guidelines communicated by the MCM safety personnel. The participant admits and accepts that the MCM Organisation will organise and manage the MCM and that it will be the sole and final authority for all decisions relating to safety, the celebration and organisation of the MCM, the MCM rules, timetables, etc., without prejudice to the authority of the official bodies and organisations of the Madeira Government.

Participants undertake to respect the rules laid down by the organisers for the event and to behave responsibly so as not to increase the risk to their physical or psychological integrity or that of third parties. Participants must follow the instructions and respect the decisions made by the organisers in terms of safety.

Participants are aware that, before entering the canyoning, they must not consume any prohibited substances that could jeopardise their physical and/or mental state.

The organisation of the MCM reserves the right to change the format of the MCM and its programme, as well as to cancel the MCM due to lack of entries or other external issues. If the MCM is cancelled, the participant will receive a full refund, without any further liability. If the format or programme of the MCM is changed, the participant will not be entitled to a refund and the organiser will not be liable for this change in format.

To the extent permitted by law, if any clause of this condition is declared invalid or unenforceable, it may be deleted and the remaining clauses will not be affected by its invalidity or unenforceability. If necessary, invalid or unenforceable clauses will be amended in order to realise, as far as possible, the intention of these conditions.

**Pets:**

The venue will be pet friendly, so pets (dogs, cats, etc.) are allowed on site.

**Missing items:**

The organisation is not responsible for any objects that may be lost or damaged during the MCM, such as cameras, mobile phones, clothing, purses and wallets, personal documents, keys or any other valuables.

**Access wristband:**

To take part in the MCM, you must wear an identification bracelet. It will not be possible to access any of the MCM areas without proper identification. If it is lost or misplaced, it must be replaced at the MCM secretariat.

**Timetables:**

The times of the activities are indicated in the publicity. Participants should arrive in plenty of time for the activities to take place, we recommend 10-15 minutes beforehand, if any participant arrives late the organisation will not be held responsible. The organisation cannot be held responsible for any delays for which it is not responsible.

## **IX. Acceptance**

By accepting this agreement and the disclaimer, the Participant acknowledges that he/she has read and understood all of its terms and conditions. You acknowledge that you understand that both the Participant and all registered parties waive substantial rights, including the right to bring legal action. Acknowledges that the Participant accepts this agreement and release of liability freely and voluntarily and that his/her acceptance constitutes a full and unconditional release of liability to the fullest extent permitted by law.

