



# AGREEMENT - FRENCH DIVIDE 2023

## THIS AGREEMENT IS MADE BETWEEN:

- (1) Lille VTT, a non-profit (1901 french law) organization, organizing the FRENCH DIVIDE ("the Organization")
- (2) The individual whose name, address and contact details are specified in the individual's application for this adventure (referred to as "the Rider")

## RECITALS

- (A) Words and phrases defined in clause 1.1 below shall have the same meanings in these Recitals.
- (B) The Organization owns or controls all rights in and to the Event, and intends to stage and manage the Event.
- (C) The Rider wishes to enter and participate in the Event.
- (D) The Organization has agreed to accept the Rider's entry for the Event conditional upon the Rider entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "Terms of Entry") and the Event Rules.

## OPERATIVE PROVISIONS

### 1. Definitions

- 1.1 The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:
  - 1.1.1 "Commercial Partners" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;
  - 1.1.2 "Commercial Rights" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;
  - 1.1.3 "Designated Starting Point" means the venue which the Organization decides upon, and notifies the Riders of, and is the place from which the Event shall commence on the first day of the Event Period;
  - 1.1.4 "Designated Finishing Point" means the destination at which the Event is designated to finish, being such destination and on the last day of the Event Period;
  - 1.1.5 "Effective Date" means the date of signature of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;
  - 1.1.6 "Entry Fee" means the amount of 330 euros (international transaction fees may apply) .
  - 1.1.7 "Event" means the French Divide 2023 is an endurance cycling challenge running from the Designated Starting Point to the Designated Finishing Point taking place during the Event Period;
  - 1.1.8 "Event Director/s" means the person/s appointed by the Organization as being responsible for the overall administration and management of the Event;
  - 1.1.9 "Event Period" means the inclusive period from 5th August 2023 to 20th August 2023 or such longer or shorter period as the Organization may notify to the Rider;
  - 1.1.10 "Participant's Guide" means the manual set out in [Appendix 1](#);
  - 1.1.11 "Event Marks" means the event titles, words and logo(s) which are owned or controlled by the Organization and which appear in Appendix 3;
  - 1.1.12 "Event Rules" means the rules in respect of the Event as contained in the Participant's Guidel and/or as notified by the Organization to the Rider;
  - 1.1.13 "Event Schedule" means the schedule of relevant dates, activities and events relating to and/or comprising part of the Event as contained in the Participant's Guidel and/or as notified by the Organization to the Rider;
  - 1.1.14 "Fundraising Rights" means those rights granted to the Rider (if any) pursuant to the Terms of Entry and/or the Event Rules;
  - 1.1.15 "Intellectual Property Rights" shall mean all present and future right, title and interest in any trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, knowhow, business or trade names (including internet domain names and email address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

1.1.16 "New Media" shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

1.1.17 "Officials" means the president of the Organization and other persons nominated by the Organization;

1.1.18 "Payment Method" means payment via bank transfer registered under the Organization's name or via such other method as the Organization may stipulate;

1.1.19 "Relevant Law" means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the Event and otherwise to the subject matter (whether obligations, goods or services) in question;

1.1.20 "Term" means the inclusive period from the Effective Date until 31 December 2023;

1.1.21 "Territory" means the World;

1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 References in this Agreement to clauses and appendix are to clauses and appendix to this Agreement.

1.4 References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

1.5 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.6 The word "including" is not to be treated as a word of limitation.

## **2. Entry and Participation**

2.1 The Rider hereby agrees to enter and participate in the Event upon and subject to the Terms of Entry and the Event Rules.

2.2 For the avoidance of doubt, the Rider shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Organization or the Event Director (including any decision to prevent the Rider's further participation in the Event.) Such decisions shall be binding on the Rider, who acknowledges that they shall not have the power to revoke or alter any such decisions.

2.3 Entry fees are 330 euros (international transaction fees may apply)

## **3. Title**

3.1 The Event shall be named "French Divide 2023" or "FD2023" or such other name as the Organization shall notify the Rider.

3.2 The Rider shall use their best endeavors to refer to the Event with the title in clause 3.1 above at all times and in particular during any performance of the obligations set out in clause 6.1.

## **4. Entry Fees**

4.1 In consideration of the acceptance of the Rider's entry to participate in the Event by the Organization, the Rider agrees to pay to the Organization the Entry Fee. Such Entry Fee shall be paid to the Organization on or before the 10th working day after their sign up (unless otherwise agreed by the Organization) via the Payment Method or by such other means as specified by the Organization.

4.2 The Rider should ensure that payment is received in full after any third party (eg. bank) charges have been subtracted. The Organization will not be liable for any such third party charges.

4.3 For the avoidance of doubt, failure to pay the Entry Fee in full by the date specified in clause 4.1 shall entitle the Organization to disqualify the Rider from participating in the Event.

## **5. Obligations of the Organization**

5.1 The Organization represents, warrants and undertakes:

5.1.1 that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

5.1.2 to use all reasonable endeavors to organize, manage and stage the Event;

5.1.3 without prejudice to clause 5.1.2, to use all reasonable endeavors to organize the Event Schedule and provide a copy of the Event Schedule to the Rider on or before the commencement of the first day of the Event Period. During the Term, the Organization will also notify the Rider as soon as practicable of any updates or amendments to the Event Schedule;

5.1.4 without prejudice to clause 5.1.2, to use all reasonable endeavors to fulfill its obligations as identified in the Participant's Guide

5.1.5 that, subject to clause 7, it shall grant the Rider a nonexclusive royalty free license to use the Event Marks solely in connection with the Fundraising Rights and/or promoting the Rider as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Rider is an entrant in the Event only (whichever the shorter); and

5.1.6 that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

## **6. Obligations of the Rider**

6.1 The Rider hereby represents, warrants and undertakes that (at their sole expense where relevant and unless otherwise specified):

6.1.1 they have, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

6.1.2 they are or will be 18 years of age or older as at the Effective Date;

6.1.3 all statements made in the Rider's application form or otherwise to the Organization are true and accurate, including statements relating to the prior cycling experience of the Rider. The Rider acknowledges and accepts that the Organization has relied upon these statements in awarding the Rider a place in the Event;

6.1.4 they are in good health and know of no reason, physical or mental, why they could be unable to participate in the Event and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to engage in the Event;

6.1.5 they shall be present at the Designated Starting Point ready to commence participation in the Event at 5:30 AM on 5th (based on the time estimation by the rider in the pre-registration form), on the first day of the Event Period, and will otherwise attend each of the events set out in the Events Schedule. This start date will be assigned to each Rider by the French Divide organization and can NOT be modified or exchanged upon request.

6.1.6 without prejudice to clause 12, be solely responsible for determining by what route and upon what basis the Rider shall ride between the designated starting point and the designated checkpoint and between any other two or more destinations whether during the Event Period or otherwise;

6.1.7 they will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Rider in connection with the participation of the Rider in the Event;

6.1.8 upon request of the Organization, the Rider shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any promotional activity or any other occasion conducted in connection with the Event;

6.1.9 they shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

6.1.10 they shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

6.1.11 they shall provide the organization the day before the start all the important documents (agreement, release form, 150 euros tracker deposit, medical certificate/copy of license and insurance)

6.1.12 they shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Organization including those relating to the organization, staging, safety and image of the Event;

6.1.13 they understand the necessity to take out insurance at their sole expense to in order to participate in the Event, especially to cover the needs of rescue or support from any location connected with the Event and that they will be solely responsible for obtaining and maintaining the currency of all and any such insurance which may be necessary to cover all relevant risks of their participation in the Event. The Rider must ensure that the purchased insurance covers at a sufficient level all the possible risks of their participation in the event and in particular in terms of illness, accident and death, and is required to provide a certificate the Organization the day before the start of the event (6 OR 7 august depending on the assigned depart date)

6.1.14 they are solely responsible for ensuring both the fitness for purpose of the bicycle and equipment provided by the Rider and the satellite tracking equipment provided by the Organization, for the duration of the Event;

6.1.15 they shall ensure that they do not make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Organization, the Event or any Commercial Partner; and

6.1.16 They acknowledge the importance of cooperating with the media to obtain maximum coverage and exposure for the benefit of the Event and agree to cooperate with all reasonable requests of such nature by the Organization and/or any broadcaster or other Commercial Partner of the Organization.

6.1.17 they shall return their rented SPOT tracker to the organization during the event, at their arrival or to send it back to the following address : Samuel Becuwe, 62 rue Massena LEBAS, 59493 Villeneuve d'Ascq, France. Each tracker must be returned before August 23th 2023. (Postal stamp as proof). For each more day after September 1st, we will keep **20 euros off you deposit**.

## **7. Intellectual Property**

7.1 In consideration of the acceptance of the Rider's entry to participate in the Event by the Organization, the Rider hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format and films and photographs of the Event shall be exclusively vested in the Organization.

7.2 The Rider further acknowledges and agrees that they shall not obtain any right in the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and they will do nothing to damage the Organization's rights set out in clause 7.1.

## **8. Commercial Rights**

8.1 Without prejudice to clause 7, the Rider acknowledges that the Organization will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements and arrangements with Commercial Partners. The Rider undertakes to cooperate with the Organization and the Commercial Partners in order to protect the Commercial Rights and in particular the Rider agrees that, unless agreed in writing by the Organization and save as permitted by the Fundraising Rights granted to the Rider:

8.1.1 the Rider will not assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Rider will not develop or acquire any rights in relations to the Event which are similar to or compete with the Commercial Rights;

8.1.2 the Rider will not during the Event Period, directly or indirectly allow his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

8.1.3 no use shall be made by the Rider of the description of a product or service as being the "Official" product or service of the Rider's participation in the Event;

8.1.4 the Rider may film all or any part of the Event provided that:

(a) not more than one video camera shall be used in making the film, and the cameraman observes all directions as to filming made by the Organization;

(b) not more than one additional copy is made of that film;

(c) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature. Any Rider who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Organization all rights of any nature whatsoever in perpetuity including copyright in any such film.

8.1.5 the Rider shall be permitted to establish a Rider website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement (including clause 8.1.1) and in accordance with the relevant section(s) of the Event Rules.

8.2 According to the french law on IT and liberties of 6 January 1978, you have a right to access and correct your personal data. Through us, you may need to receive proposals from other companies or organizations. If you don't agree, just let us know by indicating your name, e-mail and address at frenchdivide@gmail.com.

## 9. Media Rights

9.1 The Rider undertakes on behalf of themselves and any other persons associated with the Rider that they hereby consent in perpetuity and on a royaltyfree basis throughout the Territory to:

9.1.1 the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Rider, the names and logotypes of the sponsors and suppliers who appear on the Rider's clothing and equipment:

9.1.2 in all contexts;

9.1.3 in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, instore ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

9.1.4 for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Organization, the Commercial Partners and any other approved third parties at the discretion of the Organization.

9.2 For the avoidance of doubt, the Rider shall have no right to approve the use of the rights licensed under clause 9.

## 10. Termination

10.1 The Organization shall have the right at any time to terminate this Agreement immediately by giving written notice to the Rider in the event that the Rider:

10.1.1 has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

10.1.2 has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

10.1.3 enters into any arrangement with their creditors and/or suffers any event of bankruptcy, save in circumstances which are approved by the Organization.

10.2 The Organization shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Rider in the event that it no longer wishes, or is no longer able, to stage the Event.

10.3 Without prejudice to any rights which the Organization may have whether pursuant to this Agreement or otherwise, if the Rider defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Organization stipulating the same, the Organization may intervene (at the sole cost of the Rider, who shall indemnify the Organization from any liability in respect of such costs) in the carrying out of any obligation of the Rider to ensure its proper and timely performance.

## 11. Force Majeure

11.1 A party (the "Affected Party") shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ("Force Majeure"). Force Majeure includes but is not limited to strikes, lockouts, civil warfare, flood or fire damage, environmental calamity, inclement weather, 'acts of God', legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to be held that adversely affects the staging of the Event, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to clause 11.2, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

11.2 If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected

Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

## **12. Acknowledgement of Risk**

12.1 The Rider recognises and acknowledges that participating in the Event is a potentially dangerous activity and may involve entering into certain parts of the Territory (via a specific route between checkpoints chosen by the Rider and not, for the avoidance of doubt, by the Organization) which are considered highly dangerous and unsuitable for foreign travel due to reasons including the applicable physical terrain or political and/or social climate. Additionally, the Rider is fully aware and acknowledges that all cycle sports and accordingly participation in the Event involve serious risk of harm, including, but not limited to, risks of accident, serious bodily injury, including death, broken bones, head injuries, trauma, pain, fatigue, dehydration and suffering and property damage. The Rider additionally acknowledges and accepts full responsibility for checking and maintaining all equipment in their possession for the duration of the Event to ensure its safe use (including by way of example, wheels, brakes, tyres and cycle helmet).

12.2 In recognition of these facts, and for the consideration set forth in this Agreement, the Rider elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Rider will participate in the Event in accordance with this Agreement entirely at their own risk.

12.3 Save in the event of any negligent or wilful act or omission on the part of the person or entity concerned, none of the Organization, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Rider for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by the Rider whether arising from participation in the Event or otherwise.

12.4 Under no circumstances shall the Organization be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Rider including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

12.5 Except where expressly provided in this Agreement, the Rider undertakes to the Organization to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or wilful act or omission of the Rider during the Event Period, whether arising from participation in the Event or otherwise.

12.6 The Rider undertakes and agrees that they will irrevocably indemnify and hold the Organization harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Rider's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Rider, respective officers, employers, agents or subcontractors.

12.7 Notwithstanding clause 6.1.12, the Rider shall take out death, accident and health insurance for themselves. A copy of such insurance policies shall be provided to the Event Director at any time upon request.

## **13. Power to make rules and other provisions**

13.1 The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognise that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

13.2 In consequence of the recognitions set out in clause 13.1, the Rider agrees that the Organization shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

13.2.1 to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

13.2.2 to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

13.2.3 to issue directions as to the conduct of the Event, including the conduct of Riders, the contents of the Participant's Guide and the preservation of the value of the Commercial Rights.

13.3 During the Event itself, the Organization may delegate the right conferred by clause 13.1 above to one or more designees including the Event Director, any Official or any other person appointed by the Organization.

13.4 The Rider agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause 13 shall become binding upon the Rider immediately upon communication to them and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

13.5 Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. Any such decisions or directions shall be posted on the Event website and communicated to the Rider via email. In the event that the Organization make a decision/provide a direction under this clause whilst the Event is in progress, it shall use all reasonable endeavors to communicate this to the Rider as soon as practicable following the issue of the decision/direction. No challenge shall be made by the Rider any such decision.

## **14. Dispute resolution**

14.1 All disputes, issues or complaints regarding the Rider's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions and directives of the Event Director shall be final.

14.2 Without prejudice to the generality of the Event Director's powers under clause 14.1, the Event Directors shall be entitled to impose any or all of the following:

14.2.1 suspension or expulsion from the remainder of the Event (including, for the avoidance of doubt, in the event that the Rider's riding ability does not, in the reasonable opinion of the Event Director, reflect that stated in their application), or imposition other Eventbased sanctions or fines upon a Rider;

14.2.2 impose other Eventbased sanctions or fines on a Rider and to make such cost order in relation to the relevant matter as it considers appropriate;

14.2.3 adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure for the purposes of clause 11.1.

## 15. Announcements and Confidentiality

15.1 The Rider will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Organization nor (save as required by law) disclose to any third party any information concerning the terms or subject matter of this Agreement from the date hereof.

## 16. Contacts

16.1 The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Organization : Event Director : Mobile phone +33 (0)7 69 92 07 80; Email: frenchdivide@gmail.com

The Rider: see details of individuals as set out in the Rider section of the execution page.

16.2 The Rider acknowledges and agrees that they are not entitled to rely on any representation, authorisation or decision of the Organization unless made by the principal point of contact (or their designated replacement) set out at clause 16.1 above

## 17. Notices

17.1 The parties agree that all notices under this Agreement shall, unless otherwise notified, be served on the following addresses:

For the Organization : Lille Vtt, M BECUWE Samuel, 62 rue Massena, 59493 Villeneuve d'Ascq, FRANCE

Email: frenchdivide@gmail.com

For the Rider: see details of individuals as set out in the Rider section of the execution page.

17.2 All notices shall be in writing and may be delivered personally, by email or by first class prepaid post and shall be deemed to be properly given or served:

17.2.1 two working days after being sent to the intended recipient by prepaid post addressed as aforesaid or, if sent by international airmail, five working days after being sent to the intended recipient; or

17.2.2 if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

## 18. Cancellation and Refund

18.1 Cancellation policy is strict. All requests must be sent by e-mail to the following address: frenchdivide@gmail.com

18.2 Refunds, as listed below, will be paid within a maximum period of one (1) month following the request.

18.3 The participant may not, in any case, sell or transfer free of charge to a third party his bib number. All registrations are final and imply full acceptance of the regulations.

18.4 Cancellation before 7th May 2023: cancellation is possible without a particular reason. The Rider receives a full refund. (except for bank fees and 20 euros handling fees)

18.5 Cancellation after 7th May 2023 at midnight until 7th July 2023 midnight: cancellation is possible without a particular reason. The Rider receives a partial refund. Cancellation is subject to the refund of the sum paid, less a deduction for late cancellation equal to 50 % of the deposit. Unless the Organization finds someone to replace and take the place of the Rider, only the amount equivalent to 100% of the amount paid minus 20 EUR of handling fee will be refunded to the Rider. Registration cannot be handed over or sold to a third person.

18.6 Cancellation after 7th July 2023 midnight: cancellation after this date will not result in a refund. The Organization will retain all sums paid.

Exceptional cases with partial refund and after deduction of 50 % on the sums already paid by showing official documents apply in case of:

- death, accident or illness of the insured Rider,

- death, accident or serious illness (requiring hospitalization) of spouse, ascendant or descendant of the first degree arising from 7 July 2023.

- refusal of visa by the French authorities.

18.7 Cancellation after 1st August 2023 midnight: cancellation after this date will not result in a refund. The Organization will retain all sums paid. No waiver or cancellation reasons can justify any financial compensation.

18.8 Cancellation by the Organization: The Organization will refund the full amount of registration fees to all Riders if the Event had to be canceled (due to denial of prefectural order, refusal of crossing authorization...) Competitors will not be refunded if cancellation is motivated by exceptional and unpredictable external causes (red weather alert).

18.9 For the avoidance of doubt any cancellation or refund of the Entry Fee under this clause 18 would not mitigate any other obligations of the Rider under this Agreement.

## 19. General

19.1 The granting by the Organization of any time or indulgence in respect of any breach of any term of this Agreement by the Rider shall not be deemed a waiver of such breach and the waiver by the Organization of any breach of any term of this Agreement by the Rider shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Organization.

19.2 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

19.3 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

19.4 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

19.5 Should any term of this Agreement be considered void or voidable under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.  
19.6 This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorized representative of each party.  
19.7 In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.  
19.8 A person who is not a party to this Agreement shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.  
19.9 Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.  
19.10 The Rider shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Organization.

## 20. Governing law

20.1 This Agreement shall be governed by and construed in accordance with French law and the parties hereby submit to the non exclusive jurisdiction of the Courts of France with regard to any claims relating to or in connection with this Agreement.

## 21. Participant's Guide

21.1 For the avoidance of doubt: any defined words contained in this Event Manual shall have the same meaning and interpretation as set out in the Rider Entry Agreement;

21.2 and the Event Manual (including the Event Rules) will be amended and **updated from time to time** and it is the right of the organization to do this. All amendments and updates will be displayed on the website [www.frenchdivide.com](http://www.frenchdivide.com) and it shall be the responsibility of Riders to regularly check the website in order to inform themselves of any relevant amendments and updates.

21.3 There may be detrimental consequences for the Rider's experience of the event, health or even life that are not foreseeable.

21.3.1 The Rider must be fully aware of the short term and potentially long term risks to his/her health/life of partaking in the French Divide.

21.3.2 The Rider must be aware that the wilderness itself presents dangers on top of those inherent to partaking in extreme sports such as bicycle racing, that may cause serious injury or death.

21.3.3 The Rider must be aware that the nearest hospital or medical facility may be hours from them should they suffer any injury and that there may be a lack of helicopter assistance in some countries.

21.3.4 He/she should also be aware that, should specialist care be required in the event of an accident during the Event, the medical facilities in the immediate area may not be sufficient, and a medevac to a medical center elsewhere may be required. The Rider must attain the correct level of death, accident and health insurance, satisfactory evidence of which they must present to the Event Directors the day before the start of the event.

21.3.5 The Rider acknowledges the risk they undertake when entering the French Divide 2023 and has read and understood clause 12 (12.112.7) of the Rider Agreement which deals with the acknowledgement of risk.

21.3.6 The Rider accepts that safety is the paramount consideration for the French Divide 2023 which is firstly an adventure and secondarily a brevet.

21.3.7 In recognition of the safety elements of this event and as part of the compulsory safety precautions which Riders must adhere to, each Rider will be provided with by the organization and should carry with them at all times the satellite tracking device which has an inbuilt emergency activation beacon. This should only be used if the Rider's health or life is at severe risk and therefore for medical emergencies.

21.4 THE RIDER MUST CHECK WITH EMBASSIES OR CONSULATES IN HIS/HER OWN COUNTRY REGARDING ANY TRAVELING REQUIREMENTS IN THE COUNTRIES THE RIDER WILL CROSS: FRANCE