

TERMS AND CONDITIONS

I. FORMATION OF THE AGREEMENT

Prior to entering into an agreement for participation in a mountaineering expedition (the "Expedition") organized by Maciej Ostrowski – IFMGA/IVBV/UIAGM Mountain Guide (the "Organizer"), the participant (the "Participant") is required to review these Terms and Conditions and the Expedition program provided by email.

The agreement is concluded upon payment of a deposit equal to 25% of the guide's fee for the Expedition. Payment of the deposit constitutes full acceptance by the Participant of the Expedition program and these Terms and Conditions.

If the number of registered participants is lower than the minimum specified in the Expedition program, or in the event of adverse weather conditions, the Organizer reserves the right to cancel the Expedition. The deadline for the decision to proceed with or cancel the Expedition is specified in the Expedition program. In the event of cancellation, the Participant shall receive a full refund of all amounts paid reduced by the costs incurred by the Organizer in preparation of the Expedition and related reservations.

II. NATURE OF THE EXPEDITION

The Participant acknowledges that high-altitude and alpine mountaineering activities involve inherent risks, including but not limited to illness, serious bodily injury, or death, even where the highest standards of safety are applied. The Participant expressly accepts such risks and assumes full responsibility for any consequences arising therefrom.

The Participant represents and warrants that they have taken all reasonable steps to ensure that their physical and mental condition allows them to safely participate in the Expedition, and that they are familiar with and will comply with generally accepted mountain safety practices.

III. OBLIGATIONS OF THE ORGANIZER

The Organizer undertakes to provide:

- a) implementation of the Expedition in accordance with the agreed program;
- b) professional guiding services performed in accordance with IFMGA/IVBV/UIAGM standards.

If circumstances arise that may adversely affect the safety of the mountain stages of the Expedition, including in particular:

- a) adverse weather conditions;
- b) illness or physical condition of the Participant posing a risk to their health or life;
- c) conduct of the Participant contrary to mountain safety rules;
- d) malfunction or damage to essential equipment —

the Organizer shall assess the level of risk and shall make a binding decision to interrupt the Expedition or to remove the Participant from further participation and arrange for their return, under supervision designated by the Organizer, to the nearest safe location.

IV. OBLIGATIONS OF THE PARTICIPANT

The Participant is responsible for holding valid travel documents required for crossing the borders of Poland and any other countries transited or visited (including but not limited to passport, visas, and required medical certificates), unless expressly provided by the Organizer.

The Participant agrees to:

- a) comply strictly with all safety rules and follow the guide's instructions at all times while in mountainous terrain;
- b) adhere to the Expedition program, including punctuality;
- c) inform the guide of any intention to leave the group.

The Organizer shall not be liable for the Participant's failure to utilize services included in the agreement where such failure results from the Participant's non-compliance with the above obligations.

The Participant shall bear full financial liability toward the Organizer and third parties for any damage caused by the Participant's fault and shall indemnify and compensate such damage without delay from their own resources.

V. LIABILITY

The Organizer shall be responsible for proper execution of the Expedition program and services, including acts or omissions of third parties engaged to perform the agreement, except where non-performance or improper performance results from circumstances beyond the Organizer's control, including force majeure or acts/omissions of the Participant.

The Organizer shall not be liable for inconveniences, disruptions, or discomfort arising from circumstances beyond their control, including but not limited to weather conditions, governmental decisions, or force majeure events.

The Participant may not raise claims concerning circumstances known to them prior to the commencement of the Expedition.

No refund shall be made for unused services where such non-use results from circumstances attributable to the Participant.

If a material change to the Expedition program becomes necessary during the Expedition, the Organizer shall provide substitute services of equal or higher standard where reasonably possible.

VI. COMPLAINTS

Any complaint must be submitted without undue delay from the occurrence giving rise to the complaint, in writing or by email, and no later than 14 days following the conclusion of the Expedition.

The Organizer shall respond to the complaint within 30 days of receipt.

Any refund or compensation recognized as justified shall be paid within 14 days from the date the complaint is upheld. The Participant shall be notified of the decision by email.

VII. WITHDRAWAL FROM THE EXPEDITION

If the Participant withdraws from the Expedition prior to its commencement, they shall bear the costs incurred by the Organizer in preparation of the Expedition and related reservations. Such costs shall be deducted from the paid deposit.

If the Participant withdraws during the Expedition, or if the guide decides — due to risk to the Participant's health, weather conditions, or the Participant's condition — to terminate the Participant's further participation, all costs and the full guiding fee remain payable by the Participant.

VIII. FINANCIAL ARRANGEMENTS

The Participant shall bear the costs of their own accommodation, meals, transportation, and mountain lift tickets.

The Participant shall share proportionally, together with other participants, the guide's costs of accommodation, meals, and mountain lift tickets.

Once the Expedition has commenced, the guide's fee is fully payable regardless of weather conditions, the Participant's condition, or the possibility of completing the Expedition as originally planned.