ASSUMPTION OF RISK, SAFETY RULES AND PARTICIPANT LIABILITY

GUIDED BUGGY TOURS – BARDENAS BUGGIES TOUR

1.Nature of the activity

The activity consists of a guided tour in off-road buggies along authorised roads and tracks within and outside the Bardenas Reales. Driving off-road involves inherent risks, including uneven terrain, rocks, potholes, steep slopes, dust, loss of traction, possible skidding, rollovers and changing weather conditions. The participant acknowledges and voluntarily accepts the risks inherent in this activity.

2. Guided activity and guide's authority

The activity is conducted under the direct supervision of the company's guide, who will determine the route, pace, stops and safety rules. The participant agrees to follow the guide's instructions at all times. The company may interrupt the activity or exclude any participant who drives recklessly or violates the safety rules, with no entitlement to a refund. He/she may also modify the route or impose a speed limit for safety reasons.

3. Basic driving instructions and rules

Before starting the activity, all participants will receive instructions on the operation of the vehicle and safety rules. The participant declares that he/she understands these instructions and agrees to comply with them throughout the activity.

The driver must:

- Drive prudently and responsibly.
- Maintain the safe following distance.
- Follow the route indicated by the guide.
- Not overtake other vehicles in the group.
- Not leave the group or the marked route.

Guided tours are not races or competitions. Aggressive driving, intentional skidding and all dangerous manoeuvres are prohibited.

4. Driving requirements

To drive a buggy, you must be at least 25 years old, hold a valid Category B driving licence and have at least two years of driving experience. The company may refuse to allow a participant to drive if it deems that he/she does not meet the necessary requirements.

5. Responsible driver

The person driving the buggy is responsible for the vehicle while driving it and for any traffic violations resulting from their actions. Changing drivers may only be take place with the guide's authorisation, with the vehicle completely stopped and in safe conditions.

6. Alcohol, drugs and behaviour

Participation or driving under the influence of alcohol, drugs or medications that may impair driving is strictly prohibited. The company may prevent any person who is not in a suitable condition from participating, with no entitlement to a refund.

7. Vehicle use and damage

The buggies must be used according to the guide's instructions and the safety rules. In the event of an accident or damage to the vehicle resulting from negligent driving, misuse or non-compliance with the rules, the driver agrees to assume the amount of the insurance deductible, set at €800.

8. Liability for damages to third parties

The participant will be liable for any damage caused to third parties or to public or private property when such damages are a consequence of negligent driving or failure to comply with the safety rules.

9. Physical condition

The participant declares that he/she is in adequate physical condition to participate in the activity. If he/she has any injuries or medical problems which may affect his/her safety, he/she must inform the company beforehand.

10. Passengers

Passengers must follow the instructions of the guide and the driver at all times. During the tour, they must keep their hands, arms and all objects inside the vehicle. Minors must be accompanied by a responsible adult.

11. Identification

The driver must bear a valid identification document and driver's license throughout the activity.

12. Assumption of risk and waiver of liability

The participant acknowledges that driving off-road buggies involves inherent risks which cannot be fully eliminated. He/she declares that he/she is participating voluntarily and at his/her own risk, assuming all associated risks and releasing Bardenas Buggies Tour and its guides from liability for accidents or damages arising from the inherent risks of the activity, except in cases of wilful intent or gross negligence on the part of the company.

13. Modification or cancellation of the activity

The company reserves the right to modify the route or cancel the activity for safety reasons or due to adverse weather conditions.

14. Jurisdiction

For any dispute arising from the interpretation or performance of this document, the parties submit to the Courts of Navarra, without prejudice to the consumer rights which may be granted to the participant.

FINAL DECLARATION

I declare that I have read, understand and voluntarily accept all the conditions for participation in this activity and confirm that I have received the safety instructions before starting the activity.

Name and surname(s): _____, National ID/Passport No.: _____Signed: