



RACE AGREEMENT

BikingMan Peru - IncaDivide #4 2020

1. PRESENTATION

BikingMan Peru - IncaDivide #4 is a gravel – mountain bike race. It is raced in full autonomy without any external assistance (unsupported) and takes place in Peru. It is therefore classified as an « ultracycling event ».

One format is available: BikingMan Peru - IncaDivide #4 (estimated distance = 1,600 kilometers and 38.000 meters of total elevation) with passes above 5,000 meters and multiple passes above 4,000m and with mountains regions to cross.

BikingMan Peru - IncaDivide #4 is a single stage event, passing through mandatory checkpoints determined by the race organization. The event shall be completed within a limited time of 240 hours.

2. CONDITIONS OF PARTICIPATION

2.a. EXCELLENT PHYSICAL CONDITION

BikingMan Peru - IncaDivide #4 is only for cyclists with excellent physical condition, able to cover more than 114 km per day for 14 days.

The participant must be able to race in complete self-sufficiency over very long distances both day and night.

The participant is fully aware of the extreme length and difficulty of the event.

2.b. ACCEPTANCE OF THE EXTREME RISKS OF THE EVENT

The participant is fully aware that BikingMan Peru - IncaDivide #4 is an extremely dangerous cycling activity.

The participant is fully aware that he will be riding at high altitude, spending a lot of time beyond 4,000m above sea level, and that his safety depends solely on his good health condition and his ability to acclimate to high altitude and to adapt to problems and difficulties encountered as a result of high altitude, such as reduced oxygen level, headaches, dizziness etc.

The participant is fully aware that he may be facing extreme and hostile climatic (storms, typhoon, rain, heat, wind, cold) and geological conditions (landslides), particularly in the high mountains, and that his safety depends solely on his ability to adapt to the problems encountered.



The participant is fully aware that he must foresee and adapt to any issues and should inquire about possible outbreaks, as well as health risks (water and food), or even the presence of potentially dangerous insects and animals that may exist in Peru.

The participant is fully aware that the role of the organizer is never to assist him nor manage his issues even in the case of technical, physical or mental problems.

The participant accepts unreservedly and irrevocably - as a result of his registration - all the risks of the event, including but not limited to:

- the risk of a traffic accident
- the risk of injury in the event of a fall
- the risk of muscular or joint injury
- the risk of trauma and fractures including head fracture
- the risk of digestive disorders, dehydration
- the risks linked to the eventuality of political or social conflicts in Peru
- the risk of a physical aggression
- the risk of robbery
- the risk of kidnapping
- the risk of animal attacks
- the risk of diseases
- the risk of altitude sickness

All of which can lead to a total or partial, temporary or permanent disability or death.

The participant agrees to participate at his own risk.

By accepting all risks of this particularly hazardous event, the Participant unreservedly and irrevocably accepts that he will be held solely responsible for any kind of damage, including but not limited to:

- physical damage
- moral damage
- psychological damage
- material damage
- damage to reputation and image
- financial damage of any sort
- professional damage
- death

The participant agrees, with full knowledge of the facts and the possible consequences, to relieve the organizer of the tortious or contractual liability for any damage he may suffer as a result of the event and its organization.

Therefore, the participant waives all recourses against the organizer.

The present article is an essential element for the participant's participation to the BikingMan Peru - IncaDivide #4 and for the organizer validation of the participant's registration.

Therefore, to participate in BikingMan Peru - IncaDivide #4, it is essential:



- To have acquired, prior to the race, a real capacity for personal autonomy, particularly in the mountains, making it possible to manage, without external help, the problems induced by this type of event and in particular:
 - ✓ To be able to face extreme climatic conditions, which can be very difficult or even fatally dangerous, such as high altitude, heat, wind, cold, fog, rain, landslides, typhoons, storms...
 - ✓ To be able to manage, even when alone, physical and mental problems resulting from fatigue, digestive problems, muscle or joint pain, injuries, etc.
- To be able to repair, alone, any technical problems that may occur on a bicycle,
- To be able to install, alone, a bivouac on any type of ground, or use a survival blanket and know how to take in food and water accordingly to the needs of the body.
- Prior to the race, to have already taken part in similar races or endurance multi day events or have relevant personal experiences in sports activities.
- It is recommended that each participant perform an hypoxia test prior to the event, to simulate the high altitude conditions of Peru and assess his/her physiological behavior at high altitude.

2.c. MINIMUM AGE FOR PARTICIPANTS

Both formats are open to anyone, male or female, born in October 2001 or earlier.

2.d. TOTAL AUTONOMY

Autonomy is the main rule of the race.

Total autonomy is defined as the ability to be self-sufficient throughout the race, both in terms of food (solid and liquid), clothing and safety, requiring the capacity to adapt to any problems encountered or foreseeable (bad weather, physical or mental problems, injuries, etc.), as well as bivouac, geographical orientation and possible bicycle repairs.

Total autonomy requires compliance with the following mandatory rules:

- The participant must have all his compulsory equipment with him throughout the duration of the event (see section EQUIPMENT). He must carry his equipment in his bikepacking bags, marked, at the start of the race and not exchange anything during the event. At any time, the organizer can check the bikepacking bags and its content. The participant must submit to these routine checks, under penalty of exclusion from the race.
- No outside assistance is allowed at any time of the race, under penalty of exclusion from the event.
- It is forbidden to be accompanied or to accept to be accompanied during all or part of the race by a non-participating person.



- Drafting (taking advantage of the aspiration of a rider or a vehicle) is forbidden for the participant competing in solo.
- Drafting is nevertheless allowed for team riders who sign up in a pair category. Any group consisting of more than 2 people at any time during the event will be excluded from the race.
- The participant can buy food (solid and liquid) and equipment from any shop that he physically encounters.
- The participant can sleep either at a hotel, with locals or in a bivouac while respecting - in that case - the area rules.

3. REGISTRATION

3.1. REGISTRATION CONDITIONS

Registration will be considered complete and will be subject to validation if it includes the following elements:

- The registration form duly completed (any lack of information will automatically cause rejection).
- A medical certificate from less than one year indicating "no medical contraindication to the practice of the bicycle in competition, on a multi-day event, over a distance of 1,600 km".
- An honor-based declaration mentioning the previous ultra race events or endurance events in which the participant participated, absence of a cardiac or cardiovascular history and asthma and acceptance of the extreme risks of the event as indicated in the present Regulation.
- Payment of registration fees

Any registration not mentioning all the information required or not accompanied by the required documents within two months before the race will be subject to cancellation of registration without refund.

3.2. CANCELLATION OF REGISTRATION

Any cancellation, whatever the reason and even in case of force majeure, will not be refunded, given the difficulty of organizing the event.

3.3. CANCELLATION OR MODIFICATION OF THE RACE

The organizer can cancel the race or change the date of the start. He must do it at least 15 days before the scheduled departure date.

The participant unreservedly and irrevocably accepts this right to cancel or change the date of the event, so that his registration has been made with full knowledge of the facts.

The participant waives on any pursuit based on the liability of the organizer in the eventuality of the cancellation of the event or modification of its date, therefore no compensation amount can be distributed.



In case of force majeure (bad weather conditions, safety problems, health epidemic etc.), the organizer has the right to stop the current event or to modify the race course.

In case of a date modification, including for weather reasons, the entry fee will not be refunded if the participant decides not to participate in the race.

The organizer reserves the right to modify at any time the race course and the localization of the checkpoints.

3.4 TRANSFER TO ANOTHER BIKINGMAN EVENT

The participant can transfer his registration 90 days before the race start (before April 13th 2020) to another BikingMan race of 2020 season with a 80 EUR transfer fee. The event transferred to must be in the same calendar year as the original event. If the participant is transferring from a higher priced race to a lower priced race, the athlete will not be refunded the difference. If an athlete is transferring from a lower priced race to a higher priced race, the athlete will be required to pay the difference in addition to the transfer fee. A transfer into sold out BikingMan races is not available.

4. EQUIPMENT

To participate in BikingMan Peru - IncaDivide #4, a compulsory equipment kit is required. It is important to note that this is only a vital minimum that each participant must adapt according to their own capacities. It is particularly important not to choose the lightest materials to gain a few grams, but to choose materials that will really provide the best security against the elements of road and nature. The equipment list needs to be carried by each rider and can't be divided (for example: between two riders of a same team).

Mandatory equipment (which will be checked at the check-in of the race):

- 1 x GPS tracker (provided by the organizer if the participant doesn't bring his own GPS SPOT tracker)
- 1 x set of 4x AAA spare batteries (not provided)
- 1 x helmet
- 1 x pair of winter gloves
- Leg + arm warmers
- 1 x down jacket to withstand freezing temperatures**
- 1 x cycling apparel kit with high visibility reflective ribbons OR a reflective vest (such as 3M reflector vest)
- 1 x front light
- 1 x rear light
- the light with "flashing" function only is considered insufficient. The participant must make sure that he has permanent "illuminating" lights at the front AND at the back of the bike and not only external flashing lights**
- 1 x bicycle pump
- 1 x inner tube repair kit (patch + glue + tire remover)
- 2 x inner tubes**
- 1 x mobile phone + charger + a charging device (external battery or a dynamo hub)
- 1 x survival blanket
- 1 x sleeping bag**
- 1 x sunglasses with UV protection
- 2 x bidons with a minimum water reserve capacity of 1,5 liters



1 x paper copy of the passport or ID

Highly recommended equipment:

- 1 mirror fixed on the helmet of the rider or the handlebar of the bike
- Reflective tape on the bicycle for maximum visibility
- Swiss army knife or multi-function tool
- The equivalent of 40 euros in cash in local currency (150 soles)
- Credit card
- Compass or telephone equipped with a compass function
- Sunscreen, vaseline, anti-friction cream
- 1 universal adapter for power outlets in Peru (mostly A type adapter)
- Chain oil
- 4 replacement spokes
- Radius clamp or multifunction tool for tightening the spokes of the wheels
- 1 pair of brake pads (mechanical braking) or 1 pair of brake pads (for disc braking)
- 1 autonomous energy production system (dynamo hub type)

Recommended Pharmacy Kit

- Water purification tablets
- Paracetamol
- Anti-inflammatory cream (such as Voltaren) or tabs

5. BIB

Each number (printed on a cycling bib) is given individually to each participant on presentation of:

- Photo ID
- Compulsory equipment.

The bib must be permanently visible on the bicycle at all times during the entire race. The name and logo of the organizer's partners must not be hidden or modified.

6. SECURITY

BikingMan Peru - IncaDivide #4 remains above all an adventure before being a race.

The organizer reminds the participant of the dangers of cycling on open roads in the presence of traffic and wild animals.

Assistance between participants is not allowed (food, repairs) except for pair riders.

It is the responsibility of each participant to assist or rescue any person in danger or injury and to inform the emergency services if necessary.

The participant must be aware that the nearest hospital or medical facility may be hours from him should he suffer any injury and that there may be a lack of helicopter assistance.



The participant must be aware that in case of an accident during the event, the means of rescue or local medical means may not be sufficient.

In all cases, the organizer must be informed immediately.

7. MAXIMUM DAYS AUTHORIZED

BikingMan Peru - IncaDivide #4 is an endurance event that takes place over maximum 14 days. Any racer who can't ride a minimum of 114 km per day will be disqualified.

8. ABANDON

If the participant's GPS tracker does not indicate any significant movement (more than 100 km) for 24 hours, the participant will be deemed to have scratched and will be disqualified.

In the case the participant scratches from the race, he must notify the organizer by any means and return the loaned equipment (GPS Tracker), to the race village, at his own expense, before the 28th of July 2020.

In any case, the participant will have to sign a waiver, before the race start, in order to get his GPS Tracker. The waiver will engage the participant to refund the race organizer in case of loss or damage of the GPS tracker or if the participant can't return the GPS tracker before the 28th of July 2020.

The participant will leave the race on his own and by his own means in order to return to home or any other place.

The participant, who has accepted the extreme risks of the event as set out in Article 2b of this Regulation, expressly and irrevocably relieves the organizer of any liability and assistance relating to his evacuation and / or repatriation to any place.

It is therefore strongly recommended that the participant anticipates a possible scratching to organize his / her evacuation / repatriation.

In the case of injury during the event, outside assistance, in addition to that of another participant, such as a doctor, rescuer, fireman, ambulance, hospital (etc.) is possible and recommended.

In this case, the participant must - after being treated - resume the race at the exact place where he was assisted or evacuated.

In the event of an injury during the event, the expenses resulting from the use of even exceptional means of rescue or evacuation shall be borne by the rescued participant who must also ensure his own return from the place where he has been evacuated from and even if the participant asks the organizer to call for help.

The participant must therefore have taken out an insurance covering any type of damage related to the event, as stated in article 10 below INSURANCE.



The participant may use his GPS Tracker on which an SOS function is provided, to indicate that he needs emergency services.

Any abuse, including a false alert, will be the full responsibility of the participant as well as the costs of it.

The organizer reserves the right to disqualify a participant who shows signs of advanced fatigue or serious injuries. The participant fully accepts this possibility of being taken out of the race.

However, this provision does not mean that the organizer has a role of supervision of the participant, as to his health or his physical and mental capacities.

9. PENALIZATION - DISQUALIFICATION

During the race, the organizer will be able to verify the Participant abides by the present regulation and to carry out any control and immediately apply the following penalties to his assessment

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|---|-----------------------------|
| - Littering | : assessed by the organizer |
| - Disrespect (organizer, participant, third party) | : assessed by the organizer |
| - Failure to assist a participant | : assessed by the organizer |
| - Non visible bib | : assessed by the organizer |
| - Sponsor's lack of visibility | : assessed by the organizer |
| - Unauthorized Drafting | : assessed by the organizer |
| - Failure to respect local rules (notably traffic regulation) | : assessed by the organizer |

The participant will be disqualified in the following cases:

- | | |
|---|---|
| - Any act of cheating
(Use of means of transport, exchange of bib numbers or GPS trackers, etc.) | : disqualification |
| - Absence of compulsory equipment | : disqualification |
| - Prohibited assistance | : disqualification |
| - Refusal to obey an instruction from the organizer | : disqualification |
| - No GPS tracker signal for more than 24h | : determined by decision of the organizer |
| - Missed checkpoint | : disqualification |
| - Group of more than 2 riders | : disqualification of the group |
| - Use of A.M.A prohibited products | : disqualification |
| - Lack of insurance | : disqualification |
| - No significant movement for 24h | : determined by decision of the organizer |
| - Prohibited route | : disqualification |

10. INSURANCE

Each participant must have individual insurance for the duration of the event covering all the losses that the participant may encounter (fall, injury, handicap, death, etc.) as well as the cost of the search and evacuation in Peru and possibly repatriation in the country of residence.

The participant must also be in possession of civil liability insurance for the duration of the event covering the damage that the participant could cause to others in Peru.



The participant is fully aware of having accepted all the risks associated with the event as indicated in article 2b above, so that by taking part in this event he relieves the organizer from all liability to any damage that may result directly or indirectly from the race.

11. ROUTES

BikingMan Peru - IncaDivide #4 follows a mandatory route provided by the organization which passes one or more checkpoints from the start to the finishline.

BikingMan Peru - IncaDivide #4 includes three manned checkpoints.

Each rider must pass through every checkpoint to avoid disqualification. In case of dispute, dysfunction of the tracker, all material proofs (ticket receipt) and immaterial (photos, videos) will be studied by the organization to validate or not the disqualification.

The checkpoints will offer optional supplies (solid and liquid) and accommodations. Their locations will be communicated closer to the event to every participant.

Each checkpoint has a limited opening window in line with the minimum 114km each rider needs to ride every day. Riders failing to reach the checkpoint in time will not benefit from the services mentioned above upon their arrival at the manned checkpoint

The locations of the manned checkpoints can be modified by the organizer up to 15 days before the start of the event.

12. RANKINGS

Only participants finishing the race in Urubamba will be ranked.

A general classification will be established for:

- SOLO Male
- SOLO Female
- Team of two

In the event of one of the riders of a pair is scratching, the rider arriving at the finish line will be classified as "unclassified", out of the general classification.

13. INDIVIDUAL SPONSORS

The participants benefiting from one or more individual sponsors may only display the logos and names of the sponsors on the clothing and equipment used during the event. Any advertising accessory (flag, banner, etc...) is prohibited at any point of the course including on arrival, under time penalty.

14. RIGHTS OF EXPLOITATION OF THE EVENT



The company KAPAK registered at the Register of Commerce and Companies of NICE (France) under the number 818 753 857 having its head office at Centre MBE 166, 2 bis Avenue Durante 06000 Nice (France) is the organizer of BikingMan Peru - IncaDivide #4 / IncaDivide.

The organizer owns the exploitation rights for the event organized under the legally registered BikingMan trademark.

Any photography or movie of the event is therefore the exclusive property of the organizer.

Any communication about the event or the use of the event in any form and under any medium whatsoever must be done in accordance with the name of the event, the registered trademark and with the express agreement of the author, organizer.

Any commercial use of the name and / or images of the event can only be carried out according to a written contract with the organizer.

15. IMAGE AND PERSONALITY RIGHTS

The participant grants the organizer the right to exploit directly or indirectly all over the world - for advertising, promotion and sale of the equipment, as well as for any advertising or promotional campaign for the organizer and his brand/patents- his name, surname, image, silhouette and voice, on any medium, by any means of communication, known or unknown to this day, and for the entire duration granted to such direct or derivative operations by the laws and regulations, judicial or arbitral decisions of any country and by existing or future international conventions, including any extensions which may be made to that duration, notably posters, publications or articles of press, television, radio, internet, UMTS, CD-ROM, video games, clothes, packaging.

16. ARBITRATION CLAUSE

Any dispute arising connected to the BikingMan Peru - IncaDivide #4 event will be submitted exclusively to the Court of Arbitration for Sport (CAS) located in Lausanne, Switzerland and finally decided in accordance with the Sport Arbitration Code.

17. LANGUAGE AND APPLICABLE LAW

In the event of a dispute concerning the interpretation or the execution of this Regulation, the official language is French even if the regulation is translated in a foreign language.

The applicable law is the one of the State of California, United States of America.