



Assumption of Risk Statement & Liability Release

The following release must be signed by the parent or legal guardian of each participant under the age of 18 as well as by all participants over the age of 18 in order to participate in the activities which comprise the tour. Please understand that if a waiver is not signed off by the appropriate party, the person will not be allowed to participate in any tour/travel activities and will be asked not to participate in, or to depart, the tour.

PLEASE READ CAREFULLY

Release of Liability. I, the undersigned, and if I am under 18 years of age, my parent and I (hereafter "I") am aware that Hammock Expeditions LLC, referred to as HE in this document, is a Tour Operator. HE, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. HE is an independent contractor and is not an employee, agent, or representative of any of these suppliers. HE does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of HE. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all participants agree that neither HE, nor its employees, agents, or representatives are or may be responsible nor accept liability for death, bodily injury or illness or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of HE. HE assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and HE shall not provide any refund and shall be relieved of any obligations under these terms and conditions, in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. HE accepts no responsibility for lost or stolen items. HE reserves the right to refuse any participant or potential participant at its sole discretion.

I agree that risks exist throughout travel and may be unmarked and occur without warning. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motorcoach, aircraft and other means of conveyance, swimming, and participation in optional experiences, animal interactions, forces of nature, risks associated with water, food, plants, insects and differing animal regulation. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. In consideration of booking this tour, I expressly assume and accept all risks including any negligence of HE, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their officers, employees, agents and property owners. To the fullest extent allowed by law, I agree to fully release HE for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my use of facilities and services including any claims or injuries from my use of activity locations, equipment, transportation, parking, events, food services, instruction, lessons, lodges / hotels, product liability, the operation of HE, the negligence of HE regardless of whether or not HE was negligent.

I acknowledge that I have voluntarily applied for the trip / tour and I understand that I may travel to remote countries and areas that are inherently risky and that include activities associated with foreign travel. I am prepared to assume the risks associated with this trip / tour including: forces of nature; insect/animal issues; terrorism; civil unrest; war; accidents; and transportation including land vehicles, boats, and aircraft that are not operated or maintained to standards found in North America. I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing



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History, Language & Culture Tours

that access to evacuation and/or suitable medical supplies and support may not be available. By signing this document, I agree to take full responsibility for my own actions, safety and welfare, except for unanticipated events including injury, illness, emotional trauma, or death. I also understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I fraudulently represent myself as fit for this trip, I may be removed prior to or during the trip at my own expense.

Where the guest occupies a motorcoach seat fitted with a safety belt, neither HE nor the Operator nor its agents or cooperating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Medical Treatment: I understand that HE has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize HE to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release HE from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against HE with regard to medical care and the provision or failure to provide such care.

Health and Safety: For the safety of our guests, HE reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Indemnity. To the fullest extent allowed by law, I agree to indemnify and hold HE harmless for any claims arising from my tour, the operation of the tour and from claims of others related to my "use of HE." My obligations include paying all attorneys' fees, costs, or judgments incurred by HE as a result of my obligations to indemnify or the breach of this agreement. I have read, agree, and understood the terms of this Agreement. I agree never to file a lawsuit against HE.

I hereby release and discharge HE and its agents and employees from and against any and all liability arising from my participation in the trip. I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release HE from any and all liabilities to the maximum permitted by law.

Persons under the age of 18 ("minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement contained on all pages. The Parent agrees and acknowledges Parent's and minor's express assumption of risk, release of liability, indemnity and covenants not to sue HE.

The Parent releases all of their rights or claims against HE including wrongful death damages and agrees to indemnify HE for any other parent's claims even if HE is negligent. The Parent is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor(s) from all of the risks involved in travel. The Parent agrees to pay all medical bills and expenses incurred by the minor(s) and waives all rights of subrogation against HE. The Parent agrees to make all decisions concerning the minor's participation, "use of HE" and involvement in any activities.

Code of Conduct. Each traveling group will be required to agree to a 'Code of Conduct Agreement' prior to travel. It is mandated that the Code of Conduct will be reviewed by all students, parents and staff prior to embarking on the tour. It will be the responsibility of the participant/parent to ensure that they have done so. Of particular importance is the final bullet which describes the process for behavioral issues and tour eviction. By signing below, the participant/parent acknowledges that they have seen, read in its entirety, understand and agree to all requirements shown in the Code of Conduct Agreement.

You hereby accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or



other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. HE is not responsible for any costs incurred concerning a guest removed from a vacation/holiday. You agree not to hold HE or any of its related entities liable for any actions taken under this agreement.

Travel Protection Plan: **Group Trip Insurance is not included with your booking.** HE requires that each group/traveler purchase travel protection plans. Such plan at a minimum should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

HE is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. HE cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. HE cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason.

Carrying inadequate travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

Choice of Law. I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself shall be resolved exclusively in a court of competent jurisdiction in North Carolina. Such proceedings will be governed by North Carolina law without regard to conflicts of law principles. **The parties understand and agree that all claims must be brought within thirty (30) days following the completion of the tour. All claims brought more than thirty (30) days after the completion of the tour are forever waived and cannot be pursued in another forum.**

KNOWING AND VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE.

PLEASE ENSURE THAT ALL MEDICAL CONDITIONS, ALLERGIES OR SPECIAL LEARNING NEEDS ARE DOCUMENTED IN YOUR REGISTRATION

