

***Adventures Within Reach, Inc.***  
***Acknowledgment and Assumption of Risks, Release of Liability and Indemnity Agreement***

Adventures Within Reach, Inc. ("AWR") is a travel agent that organizes adventure tours to countries in all seven continents around the world. In consideration for AWR permitting me to voluntarily participate in the tour, I (and in the event that the participant is a minor, the parents or guardians) agree to the following terms of this Agreement.

I understand that international and back country travel includes certain inherent and other risks and dangers, all of which are too numerous to list, which include, but are not limited to, acts of God, terrorism, civil unrest, hazards of travel in difficult terrain, weather (including mudslides, rockslides, hurricanes, monsoons), altitudes, travel by air, motor vehicles, animal, or other conveyance, exposure to disease, drowning, accidents, bites, and the negligent acts or omissions of AWR, its related entities, owners, shareholders, directors, officers, members, managers, employees, guides, volunteers, agents, subcontractors, Tour Companies (as defined below), all other participants in the tour, and all other persons or entities acting in any capacity on AWR's behalf. I further acknowledge that the forces of nature, crime, civil unrest and personal injury or illness in remote areas without means of rapid evacuation or adequate medical care or supplies are risks which exist in adventure travel. These risks cannot be eliminated and I willingly assume these risks. I understand that any of these risks may result in bodily or emotional injury, death and/or damage to property, including lost luggage or other belongings, to myself or to third parties.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, or else I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize AWR and the Tour Companies to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, while I am inside and outside the United States of America, or else I agree to bear the costs of such injury or damage myself and all related costs, such as evacuation, etc.

I have been strongly advised to obtain travel insurance which, under certain circumstances, insures against unforeseen travel issues and risks such as inability to participate in the tour, travel/tourism bankruptcies, cancellations, interruptions, delays, lost/stolen/damaged travel documents and personal property, medical expenses, evacuation and other emergency transportation.

I have been advised of the AWR Cancellation Policy: <http://www.adventureswithinreach.com/faq/cancellation.html>

As an independent travel agent, AWR will refer participants to travel industry suppliers, outfitters and guides who are not employees or agents of AWR, including but not limited to suppliers of accommodations, meals, transportation (ground, water and air), recreational and leisure activities and entertainment and tours (collectively the "Tour Companies") or utilize Tour Companies for certain activities. AWR does not supervise the operations of these Tour Companies and cannot be responsible for the accuracy of the information supplied by the Tour Companies, rates, scheduling changes, the services or goods provided, the operations of the Tour Companies or the negligence of the Tour Companies and AWR disclaims any responsibility or liability therefore. AWR makes no warranties, express or implied, with respect to any services provided by the Tour Companies. It is the responsibility of these Tour Companies, and not of AWR, to comply with applicable laws, to take adequate safety measures and to otherwise adequately supply goods and services.

Understanding the risks described in this document, I agree for myself, all of my family, including my spouse, minor children, and heirs and representatives to release AWR, its related entities, owners, shareholders, directors, officers, members, managers, employees, guides, volunteers, agents, subcontractors, Tour Companies (as defined below), all other participants in the tour, and all other persons or entities acting in any capacity on AWR's behalf from any and all claims (INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF AWR OR ANY OF THE TOUR COMPANIES), demands for loss, damages (including without limitation damages related to the inherent risks and other dangers discussed above), injuries (including without limitation sickness, bodily or emotional injury or death), damage to property (including without limitation lost luggage or other belongings) or any other causes of action relating in any way to my participation in the tour, AND I AGREE THAT I, MY FAMILY AND MY HEIRS

WILL NOT SUE AWR OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM AWR'S NEGLIGENCE. If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against AWR, I agree to indemnify AWR and pay all damages, costs, fees, expenses and attorneys= fees incurred by AWR in defending such a lawsuit or such claims. In no event will AWR's liability to a traveler be greater than the amount of the fees paid by the traveler to AWR for the tour, even if the amount of damages suffered by the traveler may be greater than this amount. Furthermore, in no event will AWR be liable for any indirect, special, incidental, consequential or other damages, however caused, whether for breach of contract, negligence or otherwise, and whether or not advised of the possibility of such damages occurring.

I agree that the interpretation of this document or of any other aspect of my relationship with AWR shall be governed by the law of the State of Colorado, U.S.A. and that any legal action shall only be brought in Boulder County, Colorado. If any provision of this document is found to be invalid or unenforceable, the remaining provisions of this document shall be enforceable to the maximum extent permitted by law. I hereby waive the right to trial by jury.

With respect to any minor child listed below, I warrant that I am the parent or guardian of such child and that I have the authority to make decisions as to my child's participation in recreational activities such as this tour. I HEREBY CONSENT TO MY CHILD PARTICIPATING IN THE TOUR, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND MY CHILD.

This is the entire agreement of AWR and myself regarding liability for the tour, which supersedes all prior statements, representations or warranties, oral or written, express or implied.

I consent to having any photograph of me or my family members used, published or sold (without compensation to me or them) by AWR.

I HAVE CAREFULLY READ THE FOREGOING ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I REPRESENT AND WARRANT THAT MY TRUE NAME AND SIGNATURE AS IT APPEARS ON MY PASSPORT IS REPRESENTED BELOW.

Last Name (Please print)	First name	Middle	Age	Date
Home Address	City	State		Zip Code
Home Phone (with area code)	Email	Country		
Signature	Guardian's Signature (if under 18)	Date		

**EMERGENCY CONTACT**

Provide contact information for someone who will not be traveling with you as well as any travel insurance information.

Last Name (Please print)	First name	Relationship		
Home Address	City	State	Zip Code	
Home Phone (with area code)	Email	Country		
Group Leader Name and/or Travel Dates:				
Travel Insurance Company	Policy Number	Travel Insurance Telephone		

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FAX BOTH PAGES TO +1 949-607-3233**