

AdventureSmith Travel Services Inc., d/b/a AdventureSmith Explorations
40169 Truckee Airport Road, Suite 201, Truckee CA, 96145
530-583-1775
CST No. 2069288

Release of Liability and Assumption of All Risks

By signing below, I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer) and that I have carefully read this Release of Liability and Assumption of All Risks and that I understand and agree to its terms.

I understand that AdventureSmith Travel Services Inc., its employees, shareholders, subsidiaries, affiliate, officers, director, successors, agents and assigns (collectively AdventureSmith Explorations) does not own or operate any entity that provides goods or services for my trip including, for example and without limitation, lodging facilities, bus, plane, train, kayaks, yachts or other transportation companies or devices, food service providers, equipment suppliers, etc.

I agree that AdventureSmith Explorations is not liable for any negligent or willful act or failure to act of any third party including but not limited to its suppliers.

Assumption of Risk: I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, raft, ski, horseback or other animal, by foot or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or faulty maintenance of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property.

I acknowledge that the enjoyment of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment. I understand that the numerous risks and dangers involved, including inherent risks include but are not limited to: negligence in any manner on the part of AdventureSmith Explorations; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of AdventureSmith Explorations's control.

I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, LOSS, EMOTIONAL TRAUMA OR DEATH. **Initial**

Release of Liability: I acknowledge that the cost of all AdventureSmith Explorations trips is based upon trip participants executing this Release of Liability and Assumption of All Risk.

Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER ADVENTURESMTIH EXPLORATIONS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me and their heirs, successors, assigns and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release AdventureSmith Explorations from any and all liabilities to the maximum extent permitted by the law. **Initial**

Indemnification: I further agree to "indemnify" (meaning to defend and to pay or reimburse) AdventureSmith Explorations against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the tour or my participation in the tour and any related activities. **Initial**

Governing Law and Severability of Provisions. This Release of Liability and Assumption of All Risks shall be governed by California law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that if any portion of this Release of Liability and Assumption of All Risks is held to be invalid, the rest shall nonetheless remain in full force and effect.

California Civil Code Concerning Release of Liability for Unknown Claims and Liability for Ones Negligent Acts or Omissions: I AM AWARE OF AND SPECIFICALLY WAIVE THE PROVISIONS OF CALIFORNIA CODE SECTION 1542, which provides as follows: " A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." I SPECIFICALLY WAIVE ON MY BEHALF AND ON BEHALF OF THE MINOR PARTICIPANT, AS APPLICABLE, ANY CLAIMS WHICH I DID NOT KNOW EXISTED OR DID NOT SUSPECT TO EXIST IN MY FAVOR OR MINOR PARTICIPANT'S FAVOR, AS APPLICABLE, AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF HAD BEEN KNOWN TO ME WOULD HAVE MATERIALLY AFFECTED ME SIGNING THIS RELEASE OF ADVENTURESMTIH EXPLORATIONS'S LIABILITY. I am also aware of the provisions of California Civil Code Section 1714, which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person . . ." **Initial**

Binding Arbitration: I agree that any dispute concerning, relating, or referring to this agreement or any other materials that concern my tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in San Diego County, California, USA, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) California. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

I have carefully read the foregoing Release of Liability and Assumption of Risk and fully understand that it will prevent me or any other person on my behalf from filing suit or making any other legal claim for damages in the event of injury, death, property damage, or any other harm, damages, or injury, and I sign it of my own free will.

I agree that execution of a facsimile counterpart, electronic transmission, or electronic signature or acknowledgement of this agreement shall be deemed execution of the original agreement. I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

Signature (15 years of age or older) Date

Print Name

For Minors under 18 years of Age – A Parent or Legal Guardian Must Sign This Agreement on the Minor's Behalf. (Minors 15 years of age or older must also sign this agreement above.) Each Traveler Must Submit Their Own Signed Agreement Separately.

I am the parent or legal guardian of the minor. I understand the legal consequences of signing this Agreement, including a) releasing AdventureSmith Explorations from all liability on my and the minor's behalf, b) promising not to sue on my and the minor's behalf, c) assuming all risks of the minor's participation in the tour, and d) indemnifying AdventureSmith Explorations. I understand that I am responsible for the obligations and the acts of the identified minor as described in this document. I agree to be bound by the terms of this document.

I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian Date

Print Name of Participant's Parent/Guardian

Print Name of Minor

Signature of Minor