

## Acknowledgement of Risks, Assumption of Risk and Responsibility and Release of Liability

I, the undersigned, acknowledge the risks and hazards of participation in outdoor activities such as driving, hiking, walking, trekking, wading, walking on glaciated terrain, traveling to remote areas where injury, delay, or unanticipated events may occur.

I recognize the inherent dangers of participation in outdoor activities which could result in injury, death, illness, or disease, physical or mental, or cause damage to myself, to my property, or to spectators or third parties.

### The following list describes some, but not all, of those inherent risks:

- Altitude related illnesses: Acute Mountain Sickness, pulmonary edema, cerebral edema and/or retinal hemorrhage. Possible dizziness, fatigue, and decreased reaction time which could increase the risk of accidents. Loss of the ability to follow instructions, loss of balance and/or coordination, and the actions of other clients.
- Avalanche, rock fall, crevasse fall, inclement weather, varied or severe wind, temperature or weather conditions (snow, rain, lightning), landslide, flashflood, or other unanticipated events.
- Snow blindness, frostbite, frostnip, hypothermia which may result in death, loss of limbs, digits, and/or permanent scarring.
- Hyperthermia, heat stroke, dehydration, heat exhaustion, and sunburn.
- Personal falls; knee, lower-back and ankle injuries; sprains; broken bones; blisters; cuts and bruises.
- Equipment failure that could cause or contribute to injury or death of myself or persons traveling with me.
- Climbing falls: rock , snow or ice; travel associated with rock, snow or ice.
- River crossings, drowning, glacier travel, fjording, insect bites or stings, poisonous plants, all wild animals, snake bites.
- Anaphylactic reactions to food, insect bites, parasites in water, plants, animal bites.
- Accidents or illnesses occurring in remote places where there are no available medical facilities. Accidents occurring while traveling to and from the activity site.

I, the undersigned, am participating in such activities under my own free will. I am participating voluntarily, no one is forcing me to participate. I understand that these activities entail risk of injury or death. I am aware that the above list is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I agree to take full responsibility for all the risks involved with this activity.

I also understand that stated goals and locations are not guaranteed, and that the priorities of safety and enjoyment can necessitate changes in the itinerary of a given trip. I acknowledge that Tawayama Safaris Inc. has the right to make any changes to a trip that it deems necessary for client safety, including canceling any stated locations.

For myself, my heirs, executor, and administrators, I, the undersigned, in consideration of the services of Tawayama Safaris Inc. their staff, agents, volunteers, participants, officers, owners and all others acting in any capacity on their behalf (hereinafter collectively referred to as Tawayama Safaris Inc.), hereby voluntarily agree to indemnify and hold Tawayama Safaris Inc. harmless for any claims for any injuries or losses to my person or my property which may occur during, indirect preparation for, or in travel to or from Tawayama Safaris Inc. programs.

### By signing this document, I hereby warrant that I:

1. Have read and understand the risks associated with participation in this activity.
2. Am physically and mentally capable of participating in the activity and/or using the equipment.
3. Am safety conscious and acknowledge that the judgement and recommendations of Tawayama Safaris Inc. are for my best interest and are made with the safety of the group and individual members in mind.
4. Have adequate insurance to cover any injury or damage I may cause or suffer while participating in Tawayama Safaris Inc. activities, or else I agree to bear the costs of such injury or damage myself.
5. Understand the value of travel insurance as a means of protection from a possible trip cancellation and it's associated costs (e.g., airline tickets, visas, and the like).
6. Have no medical or physical conditions which could interfere with my safety while participating in this activity, or else I agree to bear the costs of all risks that may be created by any such condition.
7. Agree to indemnify Tawayama Safaris Inc. for all fees and costs associated with enforcing this agreement.
8. Voluntarily release, forever discharge, and agree to indemnify and hold harmless Tawayama Safaris Inc. from any and all claims which are in any way connected with my participation in Tawayama Safaris Inc.- sponsored programs or activities, including any claims which allege negligent acts or omissions of Tawayama Safaris Inc.
9. Accept and understand the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative, and estate, and for all members of my family including any minors accompanying me.

Participants signature: \_\_\_\_\_ Date: \_\_\_\_\_

If participant is under 18, signature of Parent or Legal Guardian.

Name: (print) \_\_\_\_\_ Age: \_\_\_\_\_

Emergency contact: \_\_\_\_\_ Relation: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

List any known allergies to plants, insects, medications and food: \_\_\_\_\_

Describe any medications you are currently taking: \_\_\_\_\_

If currently under a doctor's care please describe: \_\_\_\_\_