



Wild Departures · 709 Baseline Road, Boulder, CO 80302 · wilddepartures.com · 720-635-1380

### **Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

In consideration for my acceptance as a participant in the Wild Departures' tour, and the services to be provided by Teal Mountain Media, LLC, dba Wild Departures, LLC, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "Wild Departures," "Wild Departures, LLC" or "company"), in connection with the tour, I confirm as follows:

**RESPONSIBILITY:** I acknowledge that Wild Departures acts only as an intermediary for the various independent suppliers that provide accommodations, meals, transportation, sightseeing, guiding, activities and other goods and services connected with my tour ("Supplier" or "Suppliers"). I acknowledge and understand that these Suppliers are independent contractors, are not managed by Wild Departures, and are not agents or employees of Wild Departures. I understand and agree that Wild Departures assumes no responsibility for and cannot be held liable for any negligent or willful act or failure to act of any Supplier or other third party. I understand and agree that Wild Departures is also not responsible for the financial default of any Supplier. I also agree to seek remedies directly and only against the Suppliers and not hold Wild Departures responsible for their acts, omissions, and/or financial default. I understand that a Supplier's goods and services are subject to the Supplier's own terms and conditions and liability waivers, as well as local laws and regulations.

**ASSUMPTION OF RISK:** I acknowledge that I have voluntarily applied to participate in the tour on which I am booked (or a tour to which I may subsequently transfer), which will involve outdoor and adventure activities (collectively, "Adventure Activities") and traveling in foreign countries (if indicated in the tour itinerary) and/or remote areas. I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: accommodations, roads, trails, vehicles, boats, rafts, Zodiacs (inflatables), aircraft, or other means of conveyance, including those which are not maintained or operated to standards common in the United States; personal property or vehicle theft, loss, or damage; dangers and risks inherent in Adventure Activities; Wild Departures' own negligence; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; environmental conditions;



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transportation failures; equipment failures or deficiencies; wild animals (bites, maulings, death, disfigurement, or dismemberment, physical or mental trauma); high altitude, accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; the adequacy of medical attention; consumption of alcoholic beverages, dietary or other allergies (even if declared), unexpected events; acts and/or negligence or disease transmission by other travelers on the tour (including housemates or roommates) or by those using the same lodging or amenities; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases and viruses; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Wild Departures' control. I understand that Wild Departures will have no liability regarding the adequacy of any evacuation plan, medical care, pandemic protections, transportation, equipment or supplies that may be provided. I also assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, <http://www.travel.state.gov/>. For medical information, contact the U.S. Centers for Disease Control (CDC), 800-232-4636, <http://wwwnc.cdc.gov/travel/>, or the responsible government agency in your country.

**RELEASE OF LIABILITY: I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ALL MINORS TRAVELING WITH ME AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.**

To the fullest extent permitted by law, I hereby expressly 1) **WAIVE AND DISCHARGE ANY AND ALL CLAIMS OF ANY KIND AND NATURE WHATSOEVER AGAINST WILD DEPARTURES** arising out of or related to the Wild Departures tour, including but not limited to the activities arranged for me by Wild Departures, even if such claims allege negligent acts or omissions of Wild Departures; 2) **RELEASE WILD DEPARTURES** from and against any and all liability resulting from injuries and damages arising out of or related to the Wild Departures tour, including but not limited to the activities arranged for me by Wild Departures, whether caused by Wild Departures' own negligence or otherwise; 3) **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WILD DEPARTURES** from any claims, causes of action, demands, losses or damages of any and every kind and nature whatsoever which I now have or may later which are in any way related to or connected with my



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participation in the Wild Departures tour, including but not limited to the activities arranged for me by Wild Departures, even if such claims allege negligent acts or omissions of Wild Departures.

**I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives; it being my intention to fully assume all risks associated with this tour and to release Wild Departures from any and all liability to the maximum extent permitted by law.

**COVENANT:** I hereby agree not to sue Wild Departures, LLC, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, independent contractors, successors and assigns for any liability, claims, causes of action, demands, losses or damages of any and every kind and nature whatsoever which I now have or may later have which are related to or are in any way connected to my participation in the Wild Departures tour, including but not limited to the activities arranged for me by Wild Departures, whether caused by or alleged to be caused by Wild Departures' own negligence or otherwise, to the fullest extent permitted by law.

**INDEMNIFICATION:** I further agree to indemnify ("indemnify" meaning to defend and to pay or reimburse) Wild Departures 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 Wild Departures tour.

**BINDING ARBITRATION:** I agree that the following conditions shall apply to any dispute concerning, relating, or referring to this agreement, tour brochures, or any other materials that concern my tour, or the tour itself—whether such dispute arises in contract or in tort or otherwise: (a) the dispute will be submitted to a neutral third-party mediator in Denver, Colorado with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation, then (b) the dispute will be settled by binding arbitration through the American Arbitration Association at Denver, Colorado; and (c) the dispute will be settled by Colorado Law.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its terms and conditions. I acknowledge that it has been recommended



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that I have my attorney review this release prior to signing it. I agree that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire agreement. I have read and understand it, and I voluntarily agree to be bound by its terms. My signature applies to each page of this agreement.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Date:

*Minors under 18 years of Age: A parent or legal guardian must sign this agreement. By signing below, I hereby agree and approve this agreement on behalf of the Minor.*

Parent/Guardian's Signature: \_\_\_\_\_

Print Parent/Guardian's Name: \_\_\_\_\_

Minor Participant's Name: \_\_\_\_\_ Minor's Age: \_\_\_\_\_

Date:

Please initial all pages and email signed forms to [info@wilddepartures.com](mailto:info@wilddepartures.com) or mail them to: Wild Departures, 709 Baseline Road, Boulder, CO 80302. Make a copy of this form for your records.