



ASSUMPTION OF RISKS and RELEASE OF LIABILITY

Each participant must sign this form over the age of 18 (Both parents or legal guardians must sign for children age 18 and younger). Please print this form and mail or fax it to EARTH BOUND ADVENTURES, LLC, INC.

Assumption of Risks

I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate on the tour as designated on EARTH BOUND ADVENTURES, LLC Trip Reservation Form, and that I have read the description of the trip as it appears on this website or in EARTH BOUND ADVENTURES, LLC, LLC printed materials. I am aware that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; civil unrest; terrorism; war; the hazards of traveling through mountainous terrain, at high altitudes, or to undeveloped areas; travel by canoe, boat, bicycle, train, plane, automobile, horse Earth Bound Adventures, LLC, or by other means of conveyance, or by foot; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention if provided; physical exertion to which I am unaccustomed or for which I am not prepared; consumption of alcoholic beverages; or additional factors known or unknown. Initial Here: _____

Release of Liability

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH. As lawful consideration for being permitted to participate on such trip(s), I HEREBY RELEASE AND DISCHARGE EARTH BOUND ADVENTURES, LLC, INC. AND ITS EMPLOYEES OR ASSOCIATES FROM ALL ACTIONS, CLAIMS, OR DEMANDS FOR DAMAGES RESULTING FROM MY PARTICIPATION IN THE TRIP (S).

I verify this statement by placing my initials here: _____

I agree that the foregoing obligation shall be binding upon me personally, as well as upon all members of my family including any minors under the age of 21 accompanying me, my heirs, executors, administrators, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release EARTH BOUND ADVENTURES, LLC, LLC from liability to the maximum extent of the law. I understand that all reservations are subject to acceptance by EARTH BOUND ADVENTURES, LLC, LLC and upon acceptance shall be deemed to have been entered into and to be performed in DELAWARE. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: a) the dispute shall be settled by binding arbitration through the American Arbitration Association at DELAWARE; b) the dispute will be governed by DELAWARE law; and c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be \$700 of land cost of my trip with EARTH BOUND ADVENTURES, LLC, LLC. I agree to the use of photographic or film images taken of me and/or my family members on any EARTH BOUND ADVENTURES, LLC, LLC trip for use by EARTH BOUND ADVENTURES, LLC, LLC for promotional and/or commercial purposes. I further acknowledge that payment to EARTH BOUND ADVENTURES, LLC, LLC represents an acceptance of these conditions and those in EARTH BOUND ADVENTURES, LLC, LLC Terms & Conditions, in which I have noted EARTH BOUND ADVENTURES, LLC, LLC cancellation & refund policies, and agree to all stated conditions set forth there within. I am aware that this is a release of liability and a contract between EARTH BOUND ADVENTURES, LLC, INC. and myself and sign it of my own free will. I agree that 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 read carefully this agreement and fully understand its contents.

Trip name _____ Date _____

Each participant must sign his or her name.

Participant signature _____ Date _____

Participant signature _____ Date _____

Children Name _____

Children Name _____

Children Name _____

Children Name _____

Parents or Legal Guardian signature _____ Date _____

Parents or Legal Guardian signature _____ Date _____

(Both Parents or Legal Guardians must sign for participants under the age of 18)