

**ANDEAN & RAINFOREST EXPEDITIONS LLC  
ASSUMPTION OF RISK, LIABILITY RELEASE AUTHORIZATION**

This Assumption of Risk, Liability Release Authorization Agreement ("Agreement") is entered into between Participant and Andean & Rainforest Expeditions LLC (ARE)

**ACKNOWLEDGEMENT AND LIMITATIONS.** Participant acknowledges and agrees that (1) ARE has the unqualified right to accept or decline, or to retain, any person as a tour member whether before departure or en route; (2) any expenses incurred by delays or events beyond the control of ARE is the sole responsibility of Participant; (3) the Participant's airline tickets, when issued, shall constitute the sales contract between the airline companies and the Participant; (4) children are the sole responsibility of parents and/or guardians of the children at all times during The Tour; (5) risks on The Tour include but are not limited to, the hazards of traveling in remote and/or mountainous terrain, accident or illness in remote places without readily available medical facilities, the forces of nature, the hazards of war, civil insurrection, terrorism and street crime, (6) airports, roads, railroads, highways, bridges, buildings and other man-made structures, as well as motor vehicles, aircraft and other conveyances associated with The Tour may not be constructed or maintained up to standards customary in the United States, (7) it is the sole responsibility of the Participant to be familiar with and capable of handling the physical and/or mental demands associated with The Tour, and (8) Participant has read, understands and agrees to all provisions contained in this Agreement.

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY.** Participant acknowledges and understands that participation in The Tour may involve risk of bodily injury or harm (including death) to Participant, or may involve risk of harm to the property of Participant. Participant acknowledges that s/he fully understands and appreciates the risk inherent in The Tour, and Participant expressly and without limitation agrees that any and all risks and/or damage or destruction to property is fully and completely assumed by Participant. With a full understanding of the risks involved in The Tour, Participant hereby expressly and completely releases ARE, their officers, directors, employees, agents or representatives from and against all liability, claims, lawsuits, damages or losses of any kind, known and unknown, which may be connected with, resulting from, or arising out of the planning, arranging or implementation of or participation in The Tour by Participant, regardless of whether such liability claims, lawsuits, damages or losses are caused by the active or passive negligence of ARE. This release by Participant shall include all claims, lawsuits, damages or losses of any nature whatsoever, including but not limited to, all claims for bodily injury, personal injury, economic loss and property damage.

**INDEMNITY.** Participant and, if applicable, the parents and guardians of Participant hereby agree to defend (including the payment of attorneys fees and costs), indemnify and hold harmless ARE, their officers, directors, employees, agents and representatives from and against any and all losses suffered by ARE, their officers, directors, employees, agents and representatives as a result of any claims, lawsuits or actions arising out of or in any way relating to participation in The Tour by Participant.

**BINDING EFFECT OF AGREEMENT.** This Agreement shall be binding upon all heirs, successors, representatives and assigns of Participant.

**GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws principles.

Dated: \_\_\_\_\_ By: \_\_\_\_\_ [Participant 1 Signature]  
\_\_\_\_\_ [Print Participant 1 Name]

Dated: \_\_\_\_\_ By: \_\_\_\_\_ [Participant 2 Signature]  
\_\_\_\_\_ [Print Participant 2 Name]

**Completed and signed form must be returned by mail to Andean & Rainforest Expeditions LLC**

**Travel Insurance**

Andean and Rainforest Expeditions (ARE) LLC, **HIGHLY** recommends that our clients protect themselves with travel insurance to prevent any financial losses.

Andean & Rainforest Expeditions LLC  
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