

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I have been informed and am aware that ADVENTURE TRAVEL CAN BE DANGEROUS and includes many risks and dangers, including, but not limited to, the hazards of traveling by raft, by air, on foot or by other unconventional means, accident or illness in remote places without medical facilities, dangers of wild animals, forces of nature, acts of God, extreme weather conditions, physical exertion for which I may not be prepared, and evacuation difficulties, should I be injured or disabled. I have been informed and am aware of these and other inherent risks of the proposed trip and I accept them and acknowledge that the enjoyment of adventuring beyond normal safety of home and work is in part of the reason for my participation in this trip.

In full recognition, and in consideration of being granted a reservation and acceptance for my participation in an adventure vacation under the auspices of EARTH RIVER EXPEDITIONS, its agents, associates, assigns, employees, officers, licenses, and successors in interest (hereafter EARTH RIVER), I hereby agree as follows:

I HEREBY RELEASE, WAIVE, INDEMNIFY and AGREE NOT TO SUE EARTH RIVER for all or any liability to me, my personal representatives, heirs, assigns and next of kin, for any and all losses, damages or injuries or any claim or demand on account of any injury to my person or property, or on account of my death resulting from any cause, except in the case of gross negligence by EARTH RIVER or others, while I am participating in an EARTH RIVER expedition. I further agree that I will assume the risk and release EARTH RIVER, except in the case of gross negligence, of all liability for any injury or damage to my body or property or my death due to any negligent failure to obtain or administer appropriate rescue operations in the event of injury or mishap, including failure to obtain adequate medical services, to evacuate or to supply treatment, medicine, or trained rescue personnel.

I FURTHER AGREE that if I am injured or become ill, EARTH RIVER may, at my cost, arrange or supply medical treatment, evacuation or any other emergency services on my behalf as EARTH RIVER deems necessary or appropriate for my safety and well being.

I EXPRESSLY ACKNOWLEDGE and AGREE that ADVENTURE TRAVEL, INCLUDING THE EARTH RIVER TRIP IN WHICH I AM PARTICIPATING CAN BE DANGEROUS and involves serious and unpredictable risks of bodily injury, property damage and death and that I intend the foregoing waiver and release of EARTH RIVER to be as broad and inclusive as permitted by law; that I am not relying on any oral or written representations of EARTH RIVER regarding safety, and that I am entering this agreement of my own free will.

I HAVE READ AND AGREE to the policy on cancellations and refunds as stated under General Information elsewhere in the Earth River Expeditions catalog. I am aware that should I choose not to purchase insurance coverage as put forth under the “insurance” subhead of General Information, I will be liable for all costs in the case of cancellation, trip delays, damage or loss of baggage and medical emergency howsoever caused.

I FURTHER AGREE that any controversy or claim arising out of or relating to my participation in an Earth River Expeditions trip and/or this Agreement, or the making, performance or interpretation thereof, shall be settled by binding arbitration in Kingston, New York in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over EARTH RIVER and the subject matter of the controversy.

I FURTHER AGREE that I will have no illegal drugs on my person in my possession when partaking in any part of any Earth River Expedition tour.

I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND AGREE TO IT OF MY OWN FREE WILL AND WITHOUT RESERVATIONS.

SIGNATURE

DATE

SIGNATURE

DATE