

Release of Liability and Assumption of All Risks

Release

As consideration for being permitted by Ecosummer Expeditions to participate in its adventure travel activities and use its facilities, equipment, and supplies, I hereby agree that neither I nor any of my heirs, personal or legal representatives or family members will bring suit or make claim for illness, injury or death resulting from the negligence (but not the reckless, willful or fraudulent conduct) of Ecosummer Expeditions, any of its employees, officers, directors, agents, contractors or affiliated organizations (or the Supplier of any of the facilities, equipment or supplies I will use in these activities) as a result of my participation in this trip (or alternative trip of my choosing).

Hospital and medical facilities for serious problems are often unavailable and evacuation can be prolonged, difficult and expensive. I understand that Ecosummer Expeditions shall not be responsible for any rescue, evacuation or medical expenses, either directly or indirectly, associated to or arising from my participation in the trip (or alternate trip of my choosing), and I hereby declare and agree that all such expenses shall be my sole responsibility.

Ecosummer Expeditions, although not bound to act, reserves the right at any time to refuse to allow a participant to continue the trip, if in the sole opinion of the trip leader, health or actions of the participants would affect the safety, smooth progress or enjoyment of the trip. In the event that such refusal or cancellation becomes necessary, Ecosummer Expeditions shall not be liable for any refund or for return transportation or any other expense for the participant.

Ecosummer Expeditions reserves the right and is hereby authorized by each participant to alter the itinerary at its sole discretion for any reason whatsoever, including changes in the weather, water conditions, mechanical failures, insufficient bookings, or any other occurrence. Any additional expenses incurred due to the alteration of the itinerary will be the responsibility of the participant.

I hereby release Ecosummer Expeditions, its employees, officers, directors, agents, contractors or affiliated organizations from and against any and all liability arising out of, or in any way connected with my participation in the trip including any liability for negligence (but not the reckless, willful or fraudulent conduct).

I confirm that I have read, fully understand, and agree to all of the Terms and Conditions accompanying this Release, especially noting policy on cancellation and applicable refunds, deposit and payment, insurance, accommodation, participant's responsibility, and airline travel.

I agree that, in the unlikely event that a dispute arises between myself and Ecosummer Expeditions, the following conditions shall apply:

- a. the dispute will be governed by and be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein;
- b. the maximum amount of recovery to which the participant would be entitled under any and all circumstances shall be the sum of the land and air costs of the trip provided by Ecosummer Expeditions.

Assumption of Risks

As a participant on the trip I have chosen, I acknowledge the risks and hazards of traveling in remote areas where injury, delay or unanticipated events may occur. By signing this statement I accept responsibility for my own welfare and waive any future claims against Ecosummer Expeditions for a liability, to the maximum extent permitted by law. I have voluntarily applied to participate in the trip designated on this application (or an alternate of my choosing) and I voluntarily participate on the tour expedition with knowledge that travel to remote areas and/or foreign countries visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; accidents or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; roads, trails, hotel, vehicles, boats or other means of conveyance which are not operated nor maintained to a standard common in Canada or the US; high altitude; civil unrest and terrorism; physical exertion for which I am not prepared; consumption of alcohol and beverages; or negligence (but not reckless, willful or fraudulent conduct) on the part of Ecosummer Expeditions or others.

I acknowledge and declare that the enjoyment and excitement of adventure travel is derived, in part, from the inherent risks incurred during travel and activity beyond the accepted level of safety which may exist during normal daily activities and that these inherent risks contribute to such excitement and enjoyment, and are the reason for my voluntary participation in the trip (or an alternate of my choosing).

I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities and physical abilities of group members. I have been advised that my tour leader may be required to exercise his or her good faith, discretion, and / or make decisions based on group safety which may or may not please personally but are made to ensure the safety of the group as a whole. I acknowledge and accept these aspects of group travel. I fully release Ecosummer Expeditions from any and all liability in connection with the foregoing.

I understand and agree that all trip applications are subject to acceptance by Ecosummer Expeditions in Clearwater, B.C., Canada.

I hereby agree to be responsible for my own welfare, and accept any and all risk of delay, unanticipated event, illness, injury, emotional trauma or death and verify this statement by placing my initials here:

#1 _____ #2 _____

I am mentally, physically and in all other respects, fit and fully able to participate in adventure travel and no special medical requirements or conditions except as described in the medical forms submitted in conjunction with this application to participate in the expedition, that I am responsible for my medical and life insurance and evacuation coverage and verify this statement by placing my initials here:

#1 _____ #2 _____

I agree that the foregoing paragraphs are a fair and reasonable limitation on damages of all sorts that I may suffer, and I verify this statement by placing my initials here:

#1 _____ #2 _____

I agree that, in the event that a part or portion of this Release of Liability and Assumption of All Risks form of Ecosummer Expeditions is found to be void or unenforceable, then such part or portion will be stricken but the rest of the agreement will be given full force and effect.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and an assumption of all risk and is a contract between myself and Ecosummer Expeditions and / or its affiliated organizations and sign it of my own free will.

Dated this _____ day of _____, 20_____.

Signature of Releasor #1

Signature of Releasor #2

I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in this trip and further agree, individually and on behalf of my child or ward, to the terms of the Release and Assumption of all risks, and its application to my child or ward.

Dated this _____ day
of _____, 20_____

Name of Minor(s)

Signature of parent of guardian

Photo Release: I hereby agree, permit and grant to the tour leaders, the right to take photographs on the trip that contain a recording, likeness or representation of me, and I hereby waive any right or claim to such photograph, or the right to reproduce such a photograph.

Signature of Releasor #1

Signature of Releasor #2
