Release of Liability and Assumption of Risk

I understand that the tour to which I am a party demands that I be in good health and physical condition. I acknowledge the risk and hazards of travel in remote areas where injury, delay or unanticipated events may occur. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I may be subjecting myself to dangers and hazards which could result in illness, injury, or death. I recognize that such risks, dangers, and hazards may be present at any time during the trip. I also realize that medical services or facilities may not be readily available or accessible during some or all of the time in which I am participating in the tour. I realize that I will be traveling in remote areas with poor or no access to emergency and/or medical services. I understand that there is a risk that accidents or injury can occur in remote places where medical facilities, emergency treatment or other services cannot be rendered. I understand that there is a risk involved in the consumption of food or drink.

The undersigned, being of lawful age, in consideration, and as part payment for the right to participate in the trip/tour, and associated activities, services, and food arranged for me by Raptours, L.L.C., and its agents, employees, affiliates or associates, I have and do hereby fully assume all risk of illness, injury or death, and hereby release, hold harmless, and discharge Raptours, L.L.C. and its agents, employees, affiliates or associates from all actions, claims, demands, or lawsuits for any accident, injury, property damage or personal loss to me or to those traveling with me in connection with any accommodation, transportation or other travel service, resulting from, related to, or arising in any manner out of my participation in the tour, as well as from any act of terrorism, defect in vehicle, break down in equipment, strike, theft, delay, or cancellation of or changes in itinerary or schedule, whether foreseen or unforeseen.

The undersigned understands that Raptours, L.L.C., its owners, operators, or agents have booked transportation, made reservations for lodging, made land arrangements for local transportation and is conducting the above prearranged tour; that the undersigned assumes the risk that the owners, operators and agents of the transport companies, hotels, and resorts may cancel or change the times, types or method of transportation or accommodations; that the undersigned understands that Raptours, L.L.C., its owners, operators or agents does not have control or responsibility for any such cancellations or changes in times, types, or methods of transportation or accommodations; that the undersigned may incur additional charges and expenses because of the cancellations and changes to the times, type or method of transportation or accommodations; and the undersigned hereby releases and discharges Raptours, L.L.C., its owners, operators or agents from any additional charges or expenses incurred by the undersigned. The undersigned agrees to promptly pay the additional charges and expenses because the owners, operators and agents of the transport companies, hotels, and resorts have cancelled or changed the times, type or method of transportation or accommodations.

I agree that I will not sue Raptours, L.L.C. and its agents, employees, affiliates or associates for damages incurred as a consequence of my participation in tour caused by the negligence or other acts of Raptours, L.L.C. and its agents, employees, affiliates or associates or any employee, agent or contractor thereof. Should Raptours, L.L.C. or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this Release of Liability and Assumption of Risk, I agree to indemnify and hold them harmless for all such fees and costs.

I agree that if I suffer injury or illness, Raptours, L.L.C. and its agents, employees, affiliates, or associates can, at my cost, arrange medical treatment and emergency evacuation service, as Raptours, L.L.C. and its agents, employees, affiliates or associates deem necessary for my safety.

I agree that the foregoing obligation, release and assumption of risk shall be binding upon me personally, as well as upon my spouse, heirs, executors, assigns, and administrators, and for all members of my family, including any minor accompanying me. I have carefully read this Release of Liability and Assumption of Risk and fully understand its contents, terms, and conditions. I am aware that this is a release of liability and contract between me and Raptours, L.L.C. and/or its affiliated organizations or representatives, and I sign it of my own free will.

I state that I am of lawful age and legally competent to sign this affirmation and Release of Liability and Assumption of Risk; that I understand the terms herein are contractual and not a mere recital; and that I have signed this Release of Liability and Assumption of Risk as my own free act.