Baja Ecotours

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

(Please Read Carefully: This Is A Legally Enforceable Waiver Of Rights)

Name:_____

Trip Type _____ Trip Dates: _____ To _____

ASSUMPTION OF RISKS

I, _____, acknowledge that I have voluntarily applied to participate on the trip designated on this application (or trip which I may change to). I am voluntarily participating on the tour/trip or expedition with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature, civil unrest, terrorism, roads, trails, hotels, vehicles, boats, airplanes, unpredictable wild animals, or other means of conveyance which are not operated nor maintained to standards common in the United States; decompression sickness any type of illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided and negligence on the part of Baja Ecotours or its agents or associates. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement and are a reason for my voluntary participation. I hereby accept any and all risks of illness, injury, emotional trauma or death and verify this statement by signing my initials under each paragraph.

INITIALS: _____

RELEASE

AS LAWFUL CONSIDERATION for being permitted by Baja Ecotours to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives of any member of my family will not make a claim against or sue Baja Ecotours or any of its affiliated agents or employees for bodily injury, death, emotional trauma or property damage resulting from my participation in the trip/tour or expedition. I therefore release and discharge, Baja Ecotours and its agents and their employees from and against any and all liability arising from my participation on the trip/tour or expedition even though that liability may arise out of negligence or carelessness on the part of Baja Ecotours or its affiliated agents or employees.

INITIALS: _____

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware that this is a release of liability and a legally binding and enforceable contract between myself and Baja Ecotours and sign of my own free will. Baja Ecotours strongly recommends that you purchase travel insurance, as we cannot offer refunds for any reason such as trip cancellation or travel delays. Please indicate your choices regarding travel insurance below:

INITIALS: _____

I have purchased travel/cancellation insurance recommended by Baja Ecotours YES NO

(check one)

_____

Company name & policy #

_____ _____ _____

Printed name of applicant **Signature of applicant** **Date**

*This release form must be signed by each individual participant and returned to our office prior to trip departure. I am aware that this is a release of my liability and a contract between myself and Baja Ecotours and/or their affiliated organizations and sign it of my own free will.

PARENT OR GUARDIAN OF A MINOR

I, as a parent or guardian of the below named minor, hereby give permission for my child or ward to participate in the trip, and further agree, individually and on behalf of my child or ward, to the terms of the above.

_____ _____ Date: _____

Name of Minor **Signature of Releaser**

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