

Release of Liability and Assumption of Risk

1) I, _____ have been informed and am aware that **adventure travel and photo tours** can be dangerous and includes certain risks and dangers that are an integral part of the trips and travel conditions which might be present during such trips, which may or may not be foreseen, including, but not limited to, the hazards of traveling by vehicle, kayak, raft, by air, on horse, on foot, or by any other unconventional means, accident or illness in remote areas without access to doctors or medical facilities, dangers of wild animals, forces of nature, extreme weather conditions, acts of God, civil and government disturbances, physical exertion for which I may not be prepared for, and the lack of evacuation possibilities should I be injured, incapacitated or disabled. I have been informed and am very aware of, these and other such inherent dangers and risks during the proposed trip and accept them and acknowledge that the enjoyment of taking trips beyond the normal safety of home, work or country is in part the reason for my participation on this trip.

2) Having my application and deposit being accepted by **Sergio Photo Tours** in a photo tour under the auspices of **Sergio Photo Tours**, its agents, associates, assigns, employees, officers, licensees, and successors in interest, I hereby agree as follows:
On behalf of myself, my personal representatives, heirs, assigns and next of kin, **I hereby release, waive, indemnify, and agree not to sue Sergio Photo Tours** for all or any liability 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, including negligence of **Sergio Photo Tours** or others, while I am participating in an **Sergio Photo Tours** trip. I further agree that I will assume the risk and release **Sergio Photo Tours** 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.

3) **I further agree** that if I am injured or become ill, **Sergio Photo Tours** may, at my cost, arrange or supply medical treatment, evacuation or any other emergency services on my behalf as **Sergio Photo Tours** deems necessary or appropriate for my safety and well being. **I expressly acknowledge and agree that adventure travel, including the Sergio Photo Tours trip in which I am participating can be dangerous** and involves serious and unpredictable risks of bodily injury, property damage and possibly death and that I intend the foregoing waiver and release of **Sergio Photo Tours** to be as broad and inclusive as permitted by law; that I am not relying on any oral or written representations of **Sergio Photo Tours** regarding safety, and that I am entering this agreement of my own free will.

4) **I have read and agree** to the policy on cancellations and refunds as stated under the **Terms and Conditions** elsewhere in the **Sergio Photo Tours** literature and website. I am aware that should I choose not to purchase insurance coverage as stated in the **Insurance** section of the **Terms and Conditions**, I will be liable for all costs in the case of cancellation, trip delays, damage or loss of equipment or baggage and any medical need or emergency howsoever caused.

I further agree that any controversy or claim arising out of or relating to my participation in an **Sergio Photo Tours** trip and/or this **AGREEMENT**, or the making, performance or interpretation thereof, shall be settled by binding arbitration in Boulder, Colorado, or other mutually agreeable site 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 **Sergio Photo Tours** and the subject matter of the controversy.

5) **I further agree** that I will not have any illegal drugs on my person or in my possession when partaking in any part of any **Sergio Photo Tours** trips or tours nor become intoxicated with alcoholic drink to the point where I cannot be responsible for myself nor my actions.

6) **** I have read and understand all of the Terms and Conditions of this Release of Liability and Assumption of Risk and agree to it of my own free will and without any reservation. I acknowledge that in order for me to participate on a Sergio Photo Tours trip I am bound by these terms as soon as my deposit is accepted.**

Signature of participant: _____ Date: _____

Printed name of participant: _____

Witness: _____ Signature of Witness: _____