



### **RELEASE OF LIABILITY ADEVNTURE TRIPS**

#### **Please read carefully**

In consideration of the services of Apumayo expediciones S.A.C., and its owners, directors, employees, agents, contractors and all other persons or entities associated with those businesses (hereinafter collectively referred to as “outfitter” ), I agree to the following release:

I fully understand that travel whether in civilized or remote areas and whether by boat, on bicycle, on foot, on horseback or any other form of conveyance or travel contains inherent risk of illness, injury to property and person, and death. These risk may result from the nature of the activity itself, the negligence of others, defects in equipment supplied by Apumayo expediciones SAC now, called OUTFITTER, the use and operation of such equipment, weather, road and trail conditions, my own physical condition, first-aid and emergency treatment and lack thereof, and consumption of food and drink. I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the trip.

I am aware of the risks and dangers inherent in the activities arranged by OUTFITTER that me and my family, if applicable, are involved in. I am mentally and physically capable of participating in the activities, and willingly assume the risk of injury, loss or damage to property, or death as my sole responsibility.

I understand that OUTFITTER reserves the right to make photographic or film records of any of their trips, and hereby agree that OUTFITTER may use such photographic or film records for promotional and/or commercial purpose.

As lawful considerations for being permitted by OUTFITTER to participate in the trip or other activities, the undersigned hereby releases OUTFITTER from any and all liability, claims, demands, actions or rights of action for any illness, injury, death, or damage to myself and to my property, which are related to or are in any way connected with my participation in activities, scheduled or unscheduled, arranged by OUTFITTER. This release specifically includes but is not limited to the negligence acts or omissions of OUTFITTER but excludes grossly negligent acts of OUTFITTER. I agree that the foregoing obligations

shall be binding on me personally, as well as upon my heirs, assigns and all members of my family including any minors accompanying me, if any.

Further, on behalf of myself. My heirs, and assigns I promise and covenant not to use, assert or otherwise maintain any claim against OUTFITTER for any injury, death, or damage to myself or to my property arising from or in any way connected with my participation in any activity arranged by OUTFITTER.

**IN SIGNING THIS DOCUMENT I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I PARTICIPATING IN ANY ACTIVITY ON THIS TRIP, I WILL HANE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINS OUTFITTER EVEN OUTFITTER NEGLIGENTLY CAUSES BODILY INJURY OR PROPERTY DAMAGE, EXCEPT IF OUTFITTERS IS FOUND TO BE GROSSLY NEGLIGENT.**

I understand that this writing is the entire, integrated agreement between myself and OUTFITTER, and that it can only be modified or changed by a writing signed by both parties. I expressly agree that this release is intended to be as broad and inclusive as the laws as the country of Peru allow, and that if any portion hereof is later found to be invalid or not enforceable, the balance of this release shall continue in full legal force and effect.

**I HAVE CAREFULLY READ THIS RELEASE. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS AND SIGN OF MY OWN FREE WILL.**

**Trip name** \_\_\_\_\_

**Trip dates** \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print name** \_\_\_\_\_

**Participant Signature** \_\_\_\_\_

If participant is under the age of 18 years parent or guardian must sign by completing the following:

**Name of parent guardian** \_\_\_\_\_

**Contact e-mail of parent guardian** \_\_\_\_\_

**Contact Phone** \_\_\_\_\_