

WAIVER OF ALL CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISK

I, _____, hereby acknowledge and agree that in my participation in travel, tourism and adventure activities provided by Due South Travels:

1. I will not hold Due South Travels, its owners, officers, directors and employees responsible for any injury, death, accident, illness, delay, personal loss, personal property damage or other loss sustained by me and hereby release Due South Travels, its owners, officers, directors and employees due to any cause whatsoever, including without limitation, negligence on the part of Due South Travels or its employees. I further agree to indemnify Due South Travels and its employees for any and all legal fees or costs which may be incurred in defending any lawsuit or claim I may bring against them.

2. AND I DO HEREBY ACKNOWLEDGE AND AGREE THAT:

(a) I will participate in travel, tourism and adventure activities entirely at my own risk. Participation in any outdoor activity and travel in natural, outdoor environments involve inherent risks, dangers and hazards. These risks may include, but are not limited to: natural disasters, forces of nature, weather conditions, rugged or steep terrain, avalanches, rock fall, slippery footing, water, isolation from medical facilities, difficult evacuation, equipment failure, mechanical breakdown, human error and accidents. These and other risks may cause serious injury, illness, death, personal property damage or personal losses.

(b) That this Waiver of all Claims, Release from Liability and Assumption of Risk is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

(c) That the term "travel, tourism and adventure activities" as used in the Waiver of all Claims, Release from Liability and Assumption of Risk includes without limiting the generality of that term, training sessions, programs and events that are in any way authorized, sanctioned, organized or operated by Due South Travels.

(d) I understand that by signing this release I may be forever prevented from suing or otherwise claiming against Due South Travels, its owners, officers, directors and employees for certain loss or damages, whether for property loss or personal injury, that I may sustain while participating in adventure activities.

(e) I understand that the included itinerary is a general guideline of what can be expected on my travel, tourism and adventure trip, but is NOT a contract. Factors such as weather conditions, mechanical breakdown, flight cancellations, medical emergencies, political unrest, natural disasters or other uncontrollable circumstances can alter my trip.

(f) I will not hold Due South Travels responsible for extra costs incurred by me which include, but are not limited to: extra meals, accommodation, personal costs, or rebooking of commercial transportation in the event of unforeseen or uncontrollable circumstances.

I confirm that I have carefully read this agreement and understand its terms as acknowledged by my signature below.

Dated at _____ on _____, 20_____.

Participant's Name: _____ Participant's Signature: _____

Witness's Name: _____ Witness's Signature: _____

* Minors, under 18 years old, must have parent or legal guardian witness the form. Note: All participants in your party are required to read and sign a waiver before a booking/reservation can be confirmed. All waiver forms must be witnessed and dated.