

# UNCHARTED OUTPOSTS

SAFARI & TRAVEL CO.

FOR OFFICE USE ONLY

Date received \_\_\_\_\_

Date of trip \_\_\_\_\_

Travel specialist \_\_\_\_\_

## ASSUMPTION OF RISK & RELEASE OF LIABILITY

I, acknowledge that I have voluntarily applied to participate on the trip for which I have deposited money (or to a trip which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including, but not limited to: negligence on the part of Uncharted Outposts; physical exertion for which I am not prepared; forces of nature; transportation failure where by plane, train, auto, boat, canoe, kayak, horseback or other animals, bicycle, by foot, or by any other conveyances; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost or misplaced luggage or property. 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 accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCES, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the costs of all Uncharted Outposts trips are based upon trip participants executing the Assumption of Risks, Release of Liability, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER UNCHARTED OUTPOSTS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It being my intention fully to assume all the risks associated with this trip and to release Uncharted Outposts from any and all liabilities to the maximum extent permitted by law.

In consideration for Uncharted Outposts agreeing to my participation in such trips and activities organized by Uncharted Outposts, I hereby agree that I will not make any claim against Uncharted Outposts or its employees or ground operators or sue for bodily injury, emotional trauma, death and/or property damage (however caused) as a result of my participation on an Uncharted Outposts travel program. I therefore release Uncharted Outposts and its employees and ground operators from all claims, actions and demands that I may have for bodily injury, emotional trauma, death and/or property damage.

By signing this Assumption of Risk and Release of Liability, the participant does not release Uncharted Outposts from liability resulting from gross negligence or intentional acts.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the existing rules of the American Arbitration Association in Atlanta, Georgia. Such proceedings will be governed by substantive Georgia law.

Uncharted Outposts has advised and encouraged me to obtain the following types of insurance;

**TRIP CANCELLATION & INTERRUPTION:** I understand that I am personally responsible for obtaining such coverages in amounts I deem to be adequate.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as the conditions as stated in the TERMS & CONDITIONS on this page and the "COSTS PAGE" of my itinerary, including but not limited to those regarding CANCELLATION AND REFUND POLICIES. If I must cancel the reservation, my cancellation fee will be determined according to the following formula: Cancellations received are subject to the following forfeiture of trip cost: 61 + days prior to departure - full forfeiture of deposit. 30-60 days - 50% of total trip cost is forfeited. 0-30 days - 100% total trip cost is forfeited. We STRONGLY urge and recommend the purchase of trip cancellation/insurance. I also understand that my deposit is non-refundable unless otherwise stated in the "cancellation policy" of my travel itinerary. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read and agree to the terms and conditions of this release as evidenced by my signature.

SIGNATURE OF TRAVELER (X) \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent or Guardian of Minor:

I, as a parent or guardian of the below named minor, hereby give my 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 above.

NAME OF MINOR \_\_\_\_\_ SIGNATURE OF RELEASER \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This form & Insurance waiver form must be returned to Uncharted Outposts 30 days before the trip departure.

**BE CERTAIN TO READ & SIGN. THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**