

Bold Spirit Travel L.L.C.  
Release & Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Please read this agreement carefully as it is a legally binding contract. A parent/guardian must sign for minors (under 18 years of age), as well as completing a separate waiver on the parent/guardian's own behalf.

In consideration of the tour and associated services provided by Bold Spirit Travel L.L.C. ("Bold Spirit Travel") I, an adult traveler, or parent or legal guardian of a traveler who is a minor (under 18 years of age; the "Minor"), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf or, if applicable, on behalf of the Minor.

I am voluntarily participating in this tour, which may include but is not limited to one or more of the following activities: hiking, trekking, biking, rafting, swimming, encounters with wild fauna and flora, and/or other active activities or sports ("Travel Activities").

1. Independent Contractors. I acknowledge and accept that Bold Spirit Travel contracts with independent contractors ("Providers") to provide transportation, lodging, meals, guide services, and other services. I further acknowledge and accept that Bold Spirit Travel acts only as an intermediary for its Providers, assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any Provider or any agent or affiliate of a Provider. I acknowledge and accept that each Provider's services are subject to the Provider's own terms and conditions, as well as the local laws and regulations of the country in which the service is provided or in which the Provider operates its business.

2. Fitness to Participate. Being aware of my own health and physical condition, I do hereby certify that I have no existing condition that would limit my participation in the Travel Activities. I further certify that I believe I have sufficiently prepared for participation in the Travel Activities, and have not been advised to refrain from such activities by a qualified medical professional. I acknowledge that if I believe any part of the Travel Activities are unsafe, I will immediately discontinue my participation in the Travel Activities.

3. Assumption of Risk.

3.1. I fully understand that the Travel Activities involve risk which may be caused in whole or in part by my own actions or inactions; the actions or inactions of other participants; the actions or inactions of passersby or other individuals not participating in the Travel Activities, and/or the acts, inactions, or negligence of the Released Parties identified below. I also fully understand and acknowledge that there may be other risks arising from or associated with the Travel Activities either not known to me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility for losses, costs, and damages that I may incur as a result of my participation in the Travel Activities.

3.2. I acknowledge that the Travel Activities involve risks and dangers, including but not limited to the risk of: physical injury or disease; temporary or permanent disability; death; the hazards of traveling in remote, unsafe, or politically unstable areas or under unsafe conditions; contact with marine life and wild animals including insects; transportation failures; equipment failures or deficiencies; high altitude; stolen, lost or misplaced luggage or other personal property; or any actions, omissions, or other conditions outside of Bold Spirit Travel's control. I understand that I may risk injury from violence from crime, war, terrorism, political unrest and other dangers, and may be exposed to food and water-borne diseases and to disease from other carriers or while traveling internationally. I

understand that some diseases may not produce symptoms during the actual trip, but may occur after the trip. I understand also that medical facilities abroad may not be of the quality of medical facilities in the United States.

3.3.I assume full and complete responsibility for checking and confirming all passport, visa, vaccination, and entry requirements for, and all safety or security conditions of, each destination on this trip.

3.4.I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law. If signed on behalf of the Minor, I have discussed the travel risks with the Minor, and they wish to participate in the Travel Activities nevertheless.

4. Release and Agreement Not to Sue. I, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns hereby forever release, discharge, and covenant not to sue Regina Winkle-Bryan or her marital community, Bold Spirit Travel L.L.C. and their respective agents, officers, directors, employees, other participants, (collectively and individually referred to as "Released Parties") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused directly or indirectly, in whole or in part, by the Released Parties' conduct or Released Parties' failure to act or in any way arising from or related to my participation in the Travel Activities.

5. Indemnification. I further agree that if, despite this Agreement I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify and save and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as a result of such claim. I shall indemnify, defend and save and hold harmless Released Parties from and against all fines, penalties, claims, losses, costs, damages, suits and expenses including, but not limited to, attorney's fees, court costs and expert fees resulting from, caused or contributed by or in any way relating to or arising out of my participation in the Travel Activities.

6. Limitation of Liability and Damages. I acknowledge and understand that the total liability of Bold Spirit Travel to me or my heirs and assigns arising out of participation in the Travel Activities shall be limited to the amount of Fees paid by me to Bold Spirit Travel for the Services giving rise to the liability. In no event shall Bold Spirit Travel be liable for lost profits or any consequential or indirect damages. I acknowledge that Bold Spirit Travel has relied upon the inclusion of these limitations in consideration of permitting me to participate in the Travel Activities.

7. Consent to Medical Attention. In the event of my injury, accident, or illness during Travel Activities, I consent to receiving emergency medical care and treatment as deemed advisable in the best judgment of Bold Spirit Travel personnel and/or appropriate medical professionals. If necessary, I authorize Bold Spirit Travel personnel to consent to such medical care and treatment on my behalf. I agree to assume liability for any and all medical costs incurred as a result of my participation in the Travel Activities that are not covered by insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

8. Acknowledgement of rules and expectations.

8.1.I agree to abide by all rules, posted warnings, instructions, and or directions given by Bold Spirit Travel or its Providers.

8.2.I understand and acknowledge that Bold Spirit Travel reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.

8.3.I understand and acknowledge that Bold Spirit Travel reserves the option to modify trip itineraries in its sole discretion due to weather, conditions, illness, injury, group dynamics, safety, or other unforeseen incidents.

9. Photographs and Other Data. I grant permission to Bold Spirit Travel to use my photograph, anonymized data and/or any other record of my participation in the tour and Travel Activities for any purpose Bold Spirit Travel chooses. I understand that any and all data, photographs, motion pictures, recordings, and/or likenesses of me captured during the tour and Travel Activities by Bold Spirit Travel, its affiliated entities or contractors, and/or the media become the sole property of Bold Spirit Travel. I grant the right, permission and authority to Bold Spirit Travel to use any such data, photographs, motion pictures, recordings, and/or likenesses for any purpose in Bold Spirit Travel's sole discretion, including but not limited to promoting, advertising, and marketing activities. I further understand that Bold Spirit Travel, as sole owner, has the full right to sell and/or profit from the commercial use of such data, photographs, motion pictures, recordings, and/or likenesses.

10. Applicable Law; Dispute Resolution. I agree that this Agreement is governed by Washington law and is intended to be as broad and inclusive as Washington law permits. I further agree that if a legal dispute arises under this agreement, I and Bold Spirit Travel shall attempt to resolve the dispute through mutually-cooperative negotiation in good faith. If negotiation is unsuccessful, the matter may then be submitted to mediation. If mediation is unsuccessful or declined, the matter shall be fully and finally settled by arbitration with a recognized alternative dispute resolution group in King County, Washington, and the judgment upon award may be entered in any court having jurisdiction thereof. The attorneys' fees and costs of dispute resolution shall be borne by the non-prevailing Party unless the Parties stipulate otherwise or in such proportions as the mediator or arbitrator shall decide. I understand that these dispute resolution methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against Released Parties for such dispute, except to enforce an arbitration award.

11. Severability. If any portion of this agreement is interpreted by a competent court to be unlawful or unenforceable, then such part shall be removed and the remaining provisions of this agreement shall continue in full legal force and effect.

By signing below, I agree to the above waiver and release. I certify that I have read this waiver and release and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Participant Printed Name:

Participant Signature:

Date:

Guardian Printed Name (if Participant is under 18):

Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please retain a copy of this Waiver and Release for your own records.