

# Disclaimer

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, \_\_\_\_\_, hereby affirm that I am aware that trekking has inherent risks which may result in serious injury or death.

I understand that **Trekking**, like other outdoor adventure activities, involves potential risks including physical injuries which may require medical attention, and that the site where trekking is conducted may be remote, either by time or distance or both, from a hospital or medical centre. Despite this, I choose to proceed with the above-mentioned activity.

I understand and agree that neither my instructor(s) \_\_\_\_\_, the facility through which I receive my instruction, Roads & Journeys, nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or any other damages to me, my family, estate, heirs, or assigns that may occur as a result of my participation in this trekking activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this activity, I hereby personally assume all risk of this activity, whether foreseen or unforeseen, that may befall me while I am a participant in this activity.

I further release, exempt and hold harmless the said activity and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this activity including both claims arising during the activity or after it.

I also understand that trekking is strenuous and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, vertigo or any other cause, that I expressly assume the risk of the said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital; and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, \_\_\_\_\_, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, ROADS AND JOURNEYS, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Signature of Parent or guardian (where applicable)  
date(dd/mm/yyyy)

\_\_\_\_\_  
Participant's Signature  
date(dd/mm/yyyy)

