

DISCOVERY TREKS® LLC

ASSUMPTION OF ALL RISKS, RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I HEREBY ACKNOWLEDGE that I am aware that during the mountain, canyon, river or road trip vacation or expedition I am participating in, certain risks and dangers may arise, including and not limited to, the hazards of traveling in mountainous terrain, high altitude, undeveloped areas by hiking, horseback, raft, kayak, boat, plane, automobile, the forces of nature, civil unrest, terrorism and accident or remote regions without means of rapid evacuation or availability of medical supplies and facilities.

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.

By accepting these terms, I fully understand that I will not hold Discovery Treks, LLC liable regarding the adequacy of any medical equipment, supplies or care that may be provided. I agree that if I am injured or become ill, Discovery Treks, LLC and its employees, at my cost, may take any action that they deem essential for my safety and well being. Such actions include, but are not limited to, arranging or supplying medical treatment, providing means for evacuation and any other medical services that they find necessary.

I am voluntarily participating in these activities with knowledge of the dangers involved and hereby accept responsibility to assume any and all risks including bodily injury, emotional trauma, property damage and death.

I acknowledge that participating in trips, excursions, hikes or tours may present health risks. I am fully aware that Discovery Treks, LLC requires that I consult with my physician to determine if the trip, excursion hike or tour is appropriate for my current health and physical condition. By signing this Assumption of All Risks, Release of Liability, Covenant Not to Sue and Indemnity Agreement, I represent to Discovery Treks, LLC that I discussed the matter with my physician and I have determined that the trip, tour, hike or excursion is appropriate in light of my health and physical condition.

AS LAWFUL CONSIDERATION for the agreement with Discovery Treks, LLC to participate in such activities, I hereby agree that I will not make a claim against Discovery Treks, LLC, their guides or staff, subcontractors, or sue for bodily injury, death, emotional trauma, and/or property damage through my negligence or any other acts, however caused, as a result of my participation in the trip, vacation or expedition.

This Assumption of All Risks, Release of Liability, Covenant Not to Sue and Indemnity Agreement is entered into on behalf of all members of my family. This agreement is binding on my heirs, legal representative and assigns. If suit is brought or any attorney is retained by either Party to seek interpretation or construction of any term or provision of this Contract, to enforce the terms of this Contract, to collect any money due, or to obtain any money damages or equitable relief for breach, the prevailing Party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses.

If through my negligence the camping equipment or automobile owned or rented by Discovery Treks, LLC is lost or damaged, then I will be personally liable and responsible for the repair or replacement costs. I also agree to indemnify Discovery Treks, LLC from any lawsuits or damages claims that may arise due to my negligence.

All registrations/applications are subject to acceptance by Discovery Treks, LLC, who also reserves the right to cancel a trip at anytime.

I HAVE HAD AN OPPORTUNITY TO READ AND HAVE CAREFULLY READ THIS ENTIRE ASSUMPTION OF ALL RISKS, RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND AGREE TO THE SAME OF MY OWN FREE WILL. I AM ACCEPTING THIS ON BEHALF OF MYSELF AND ANY MINORS IN MY CARE.

We accept the following credit cards: Visa, MasterCard, American Express and Discover. We accept personal checks, money orders, travelers' checks and wire transfers with credit card number to be held on file. Paying parties must also complete the Discovery Treks® LLC Credit Card Authorization Form.

Cancelled Trips:

Discovery Treks LLC reserves the right to cancel any trip offered because of inadequate sign-up or other cause that makes it infeasible for the scheduling of the trip. We will inform you at least 45 days prior to departure. In such a case, a full refund of Land Cost is given, but Discovery Treks, LLC is not responsible for additional expenses incurred by guests preparing for the trip (for example: "non-refundable advance purchase air tickets", clothing, equipment, visa fees if applicable, medical expenses).

Health & Medical:

It is of the utmost importance that persons with medical problems secure medical clearance with their physician prior to undertaking a trip and notify us upon sign-up or well before the trip departure of issues. The trip leader has full authority to disqualify a guest at any time during the trip if he/she is physically or mentally incapable and could jeopardize themselves or the group. Refunds are not given under such circumstances

Responsibilities of guest participation on trips:

Trip guests have certain responsibilities to the trip leader and other guests. Discovery Treks, LLC guests are responsible for understanding fully the conditions of the particular trip they have decided to join. This is especially true of our as these are strenuous adventures. You are fully responsible for all of your own equipment, supplies and possessions you bring on the trip and fully indemnify Discovery Treks against any claim arising from loss or damage to such. Further, the trip leader/guide has full authority to ask a guest to leave or not participate on departure day if further participation may be detrimental to the individual or the group. Please discuss honestly and clearly with our office staff, and guides, your limitations and/or concerns. The Trip Leader/Guide has full authority over items to be carried or transported on any Discovery Treks trip and may refuse certain items.

Discovery Treks prices do not include alcohol nor gratuity for Discovery Treks guide, restaurants, lodging or spa services.

Use of Discovery Treks Equipment:

Trip guests are entitled to check out and use Discovery Treks equipment when available for a Discovery Treks guided trip. Discovery Treks shall have sole responsibility for checking out and in all such equipment. In the case that you lose or damage (beyond normal wear and tear) said Discovery Treks equipment, Discovery Treks reserves the right to recover compensation for such equipment and will charge your credit card on file.

Third Party Customer Service:

Any reservations made by Discovery Treks on your behalf of mules, horses, helicopter flights, airplane flights, railway transport, shuttle services, or rafting are provided by third party suppliers that may also require their own release of liability documentation. Discovery Treks LLC is providing this booking and payment service as a courtesy to clients and is not responsible for the provision or operations of the services provided. The client should be aware that such services do not generally include accompaniment of a Discovery Treks guide as the guide will hike in and out of the canyon. Further, in such cases, guests may need to wait for multiple hours without access to shelter or services and without access to the company vehicle or supplies until the Discovery Treks guide arrives. During this time, you understand you are voluntarily leaving the Discovery Treks provided tour until rejoined by the Discovery Treks guide.

Trip Payment and Cancellation Policy and Travel Insurance:

\$500 per person is due with registration. Balance in full based on stated trip list price is due 60 days before trip departure. If unable to make your trip for any reason, you may transfer to an alternate trip date without penalty based on Discovery Treks availability, but not longer than 1 year after the originally planned trip departure date. Rescheduling is not allowed without prior Discovery Treks approval if less than four weeks remains prior to the original planned departure date. In such instances, an additional penalty may apply. For approved re-scheduled trips, Discovery Treks will charge to your account the cost of permits and/or other pre-paid, non-refundable arrangements that have been made on your behalf in good faith by Discovery Treks. Additionally, it is understood that you are fully responsible for all trip expenses not expressly included in the package including, but not limited to; horseback riding/rental, helicopter transport charges, emergency evacuation and guide gratuities. *Please note: No refunds will be issued.*

For your protection we recommend you carry travel insurance. Due to the unforeseen circumstances that can occur, this would be a wise course to consider for your medical and financial well being as well as peace of mind. For travel/cancellation insurance we recommend obtaining insurance through a specialist at <http://www.travelproservices.com/refer.asp?referid=DTA>.

In addition to the "Authorized Trip Charges", you further authorize Discovery Treks to charge your card for trip add-ons, including but not limited to horse, rail, raft, helicopter and airplane support.