

LIABILITY RELEASE

Release of Liability and Assumption of All Risks

I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to 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: physical exertion for which I am not prepared; forces of nature; travel, whether in civilized or remote area and by plane, train, auto, boat or other conveyance, or on bicycle, ski, horseback, by foot or other form of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; or negligence on the part of **Brazil Adventures**. I agree to follow all written and verbal rules of safely presented to me by **Brazil Adventures**. 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, ILLNESS, INJURY, EMOTIONAL, TRAUMA OR DEATH.

I acknowledge that the cost of all **Brazil Adventures** trips is based upon trip participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER BRAZIL ADVENTURES 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 heirs, successors, assigns and legal representatives, it being my intention to fully assume all the risk of travel and to release **Brazil Adventures** from any and all liabilities to the maximum extent permitted by law. I understand that **Brazil Adventures** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participation in the activities.

I understand that **Brazil Adventures** reserves the right to take photographic or film records of any of its trips and hereby agree that **Brazil Adventures** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **Brazil Adventures** may engage in joint marketing, without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by **Brazil Adventures**.

BINDING ARBITRATION

I agree that any dispute concerning this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive California law excluding any application or consideration of the California Arbitration Act.

NAME : _____

SIGNATURE : _____

DATE : _____ / _____ / _____