

## Waiver and Release of Liability Venue/Choice of Law Selection

Name: \_\_\_\_\_ Destination/Date: \_\_\_\_\_

Name: \_\_\_\_\_ Destination/Date: \_\_\_\_\_

**ASSUMPTION OF RISK:** The signer acknowledges 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, and are reasons for my voluntary participation. Therefore, I acknowledge that I am aware of the inherent hazards and risks associated with participating in a DuVine Cycling+ Adventure Co. (DuVine) tour, including those associated with travel, cycling and adventure tours.

Inherent hazards and risks include, but are not limited to, risk of injury or death from: bicycle collisions with motor vehicles, other bicycles, animals and/or pedestrians, roadway hazards, including uneven surfaces, narrow roadways and/or trails, lack of separate cycling lanes, unpredictable roadway hazards and conditions; slips, and falls, unexpected trail conditions, whitewater rapids, your boat/kayak could turn over, you could be thrown/washed overboard as a result of condition on the water and/or your own or other negligence including the negligence of DuVine employees; you could be exposed to cold water for a long period of time, suffer death by drowning, or other cause; Boats/kayaks may be slippery causing injury; you may sustain injury while horseback riding; you may fall or be thrown from a horse; the horse may fall causing you injury; you may lose control of the horse; you may suffer a ski or snowboard injury due to conditions on the slope, avalanche, encounters with moguls, uneven or ungroomed runs, you could hit or otherwise contact, rocks, trees, vehicles or other natural or manmade objects; you may suffer a snorkeling accident including encounter with sea life, vegetation and rocks, you could drown, be caught in a rip tide, be crushed by a wave, encounter changing tides and water conditions, be caught in a sudden storm at sea, receive injuries due to encounter with coral reefs, you could also suffer injuries during the land transportation portions of the trip, whether in a DuVine vehicle or other conveyance. consumption of alcoholic beverages, tainted food, or non-potable water; possible equipment failure and/or malfunction of my own or other's equipment; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, DuVine Cycling + Adventure Co. employees, agents and/or representatives; misjudgment of terrain, rapids, weather, trails, and route location; high altitude; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; negligence with regards to bicycle, helmet, life vest, saddle and bridle, ski and snowboard equipment or any other equipment, failure to wear lifesaving equipment such as life vests and helmets known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of DuVine Cycling+ Adventure Co. who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own wellbeing and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

**RELEASE:** I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, DuVine Cycling + Adventure Co., its employees, tour guides, subcontractors, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively DuVine). Furthermore, without limitation, DuVine is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or

services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, epidemic, pandemic, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, 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 DuVine from any and all liabilities to the maximum extent permitted by law.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by DuVine, other than what is set forth in this Agreement.

**MEDICAL TREATMENT:** I understand that DuVine has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize DuVine to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release DuVine from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against DuVine with regard to medical care and the provision or failure to provide such care.

**INSURANCE:** I understand that DuVine does not carry or maintain health, medical, or disability insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own health insurance provider about coverage while traveling abroad.

**INDEMNIFICATION:** I agree to indemnify DuVine from any and all claims made against it based on my actions, omissions, and/or breach of its' Terms and Conditions.

**CHOICE OF LAW/VENUE SELECTION - DISPUTES:** I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself shall be resolved exclusively in a court of competent jurisdiction in Boston, Massachusetts. Such proceedings will be governed by Massachusetts law. The parties understand and agree that all claims must be brought within six months following the completion of the tour. You agree that you will only bring claims against DuVine in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. DuVine shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages. All claims brought more than six months after the completion of the tour are forever waived and cannot be pursued in another forum.

**MISCELLANEOUS:** I understand that DuVine reserves the right to take photographic or other images or records of any of its trips or events, and I hereby agree that DuVine may use any such images or records for promotional and/or commercial purposes, or approve such use by third parties with whom DuVine may engage, without any remuneration to me. I hereby consent to the use of my name, image, and/or likeness in connection with such photographic or other images in any territory, through any medium, and for any purpose and waive all claims to compensation therefor. I hereby assign all right, title, and interest I may have in or to any and all media in which my name, image and/or likeness might be used by DuVine.

I understand that DuVine reserves the right to refuse as a trip participant or remove from a trip any person, including those it judges to be incapable of meeting the physical rigors and requirements of participating in the trip, those it determines might detract from the enjoyment of the trip by others, or those who have engaged in conduct during such trip that is disruptive, unlawful, or otherwise unsuitable. I agree to follow all written and verbal rules of safety presented to me by DuVine or the leader/guide including the requirement of wearing a helmet.

DuVine reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality, to accommodate the comfort and well-being of guests, or to respond to unforeseen circumstances or events.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Agreement. 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 is found to be void or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE.

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

PARENT OR GUARDIAN OF A 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(s): \_\_\_\_\_

Signature of Releaser: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_