



Please complete for *each* adult member of your party and return to Deborah Lewis by fax (203-849-7581) or mail (14 Cliffview Drive, Norwalk, CT 06850 U.S.A.)

## **RELEASE OF LIABILITY & ASSUMPTION OF RISK**

**Name/Date of Tour:** \_\_\_\_\_

(Please read carefully. This is a legally enforceable waiver of rights.)

### ASSUMPTION OF RISK

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in a tour (the "Tour") organized by The Bredeson Group LLC dba Bredeson Outdoor Adventures (and its employees, agents, guides, associates, directors, officers and shareholders, hereinafter referred to as "Bredeson Outdoor Adventures"). I am voluntarily participating on the Tour with knowledge that travel involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Bredeson Outdoor 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, and are reasons for my voluntary 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 and verify this statement by placing my initials here: \_\_\_\_\_.

### RELEASE

I hereby release and discharge Bredeson Outdoor Adventures from and against any and all liability arising from my participation in the Tour. I agree that this release shall be legally binding upon myself, all minors under the age of 21 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 Bredeson Outdoor Adventures from any and all liabilities to the maximum extent permitted by law.

I understand that my application to participate in this trip is subject to acceptance by Bredeson Outdoor Adventures, and, upon acceptance shall be deemed to have been entered into and to be performed in the State of Connecticut, U.S.A. In the unlikely event of a legal dispute with Bredeson Outdoor Adventures involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute will be submitted to a neutral third party mediator in Connecticut, with both parties splitting equally the costs of such mediator. If the dispute cannot be resolved through mediation then (b) the dispute shall be submitted for binding arbitration in Connecticut; (c) the dispute will be governed by Connecticut law; and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Bredeson Outdoor Adventures.

In further consideration for participation on the tour, Bredeson Outdoor Adventures reserves the right to take photographs of any of its tours, and may use any such records for promotional and/or commercial purposes, without remuneration to the traveler. Travelers agree to assign all right, title, and interest they may have in or to any media in which their name or likeness might be used to Bredeson Outdoor Adventures.

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated "Trip Prospectus" or "Trip Itinerary", especially noting those conditions regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the trip; and in the absence of such insurance, I agree to be financially responsible for the costs of such injury or damage. I certify I have no medical, physical, or emotional condition which could interfere with my safety on this trip; and if such condition should arise during the course of the trip, I agree to assume and bear the costs of all risks that may result from such condition. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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

Print name: \_\_\_\_\_