

Adventures with Kit / Kit Cross

VOLUNTARY ASSUMPTION OF RISKS, WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WAIVE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY

In consideration of Katherine Mary Cross operating as Adventures with Kit (the "Operator") allowing my participation in the trip to Peru starting November 3, 2019 and ending November 21, 2019 (the "Event"), I acknowledge and agree on behalf of myself, my heirs, assigns, personal representatives, and next of kin that:

Health, Safety, and Assumption of Risk

1. I am aware that there are many known and unknown dangers and risks associated with participation in the Event, including the risk of serious injury or death, which may include but are not limited to (the "Activities"):
 - a. participation in an adventure travel tour
 - b. cycling
 - c. boat travel
 - d. trekking
 - e. travel in public and private transportation (including to and from tour areas)
 - f. consumption of alcohol
2. I accept full responsibility for understanding and following the rules and safe practices associated with participation in the Event and Activities
3. I accept that full responsibility for my personal safety rests with me at all times and assume responsibility without qualification or limitation for all known and unknown dangers and risks that may be associated with the Event and Activities;
4. I have satisfied myself that I am physically, emotionally, and mentally able to participate in the Event and Activities and I am aware that the physical exertion required to participate in the Event and Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects and I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Event and Activities;
5. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if there is any change in my physical, mental, or emotional fitness for continued participation in the Activities;
6. I acknowledge that I am required to wear approved safety equipment while participating in certain Activities and I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment;

Alcohol and Illegal Substances

7. I acknowledge that If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Event or Activities, I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by Adventures with Kit or third parties, and will indemnify Adventures with Kit from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

Release of Liability, Waiver of Claims, and Indemnity Agreement

8. **I RELEASE, WAIVE, and FULLY DISCHARGE** Katherine Mary Cross, the Operator, and her respective officers, directors, employees, agents and representatives, and any other person, organization, or entity involved in the Event and Activities, from any and all claims, demands, obligations, and liabilities of any kind or nature whatsoever arising from or connected, directly or indirectly, with my presence at or participation in the Event or Activities due to any cause whatsoever including, without limitation, **NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT AND BREACH OF ANY STATUTORY DUTY OR OTHER DUTY**, and I accept that this release covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, and any consequences thereof;

9. I will **INDEMNIFY**, and **HOLD HARMLESS** Adventures with Kit from any damage, loss, liability, legal costs, and other expenses that it may suffer or incur by reason of any claim against it arising from or connected, directly or indirectly, with my presence at or participation in the Event and Activities, including any claim based on **NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT AND BREACH OF STATUTORY DUTY OR OTHER DUTY**; and

10. I have read this document thoroughly and I understand that, by signing it, I will **WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS**, including the right to sue, I have been afforded a full and unconstrained opportunity to withdraw from the activity, should I not wish to assume all of the dangers and risks associated with it, but I have freely and voluntarily elected to assume all of these dangers and risks, to give up important legal rights as set out in this document, and to participate in the Event and Activities.

11. I understand that Adventures with Kit is relying on my full release and waiver of all claims when accepting my participation in the Event and Activities.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING BELOW TO CONFIRM MY AGREEMENT.

Date

Signature of Witness

Printed Name of Witness

Signature of Participant

Printed Name of Participant