

# Distant Journeys INC

*International hiking tours for the active traveler*

## **PARTICIPANT ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of the services to be provided by Distant Journeys Inc., a Maine corporation, including any and all persons and entities acting on behalf of Distant Journeys, Inc. (hereinafter collectively referred to as "DJ"), and in consideration of being permitted by DJ to participate in the trip being offered by DJ, either guided or self-guided, I, on behalf of myself, my spouse, my children, my heirs and next-of-kin, personal representative and estate, do hereby expressly represent, covenant and agree as follows:

### **ASSUMPTION OF RISK**

I understand and comprehend the nature, scope, and demands involved with the trip being offered by DJ in which I intend to participate and all the terms and conditions provided by DJ for the trip. I acknowledge that there are certain risks, known and unknown, associated with the activities of this trip including but not limited to trekking, hiking, climbing, touring, skiing and backpacking, which could result in physical or emotional injury, damage, paralysis, death, or other physical or economic damage. I further acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the trip. I understand that these risks include but are not limited to exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion and other heat related illnesses, sunburn, dehydration exposure to disease; hazardous terrain; slipping/tripping and falling; falling objects; water hazards; exposure to dangerous animals, insects bites, and hazardous plant life; illness and accidental injury where there is no means of rapid evacuation or availability of medical services or supplies, adequacy or quality of medical services or supplies if/once available; equipment malfunction, failure or misuse; and physical exertion for which I am not adequately conditioned or prepared.

I further acknowledge that there are certain risks inherent in travelling abroad to foreign countries including but not limited to problems which can arise from not being able to adequately speak, write or understand the native language and from the threat of terrorism which could result in physical or emotional injury, death, or other physical or economic damage.

For guided trips, I understand and acknowledge that the guide(s), although trained to organize, handle and oversee the activities associated with the trip, including issues related to the safety of the participants, may misjudge or be unaware of certain

circumstances or conditions, including but not limited to a participant's level of fitness or abilities, the weather, the elements or the terrain, the political climate, and other dangers or hazards. I further acknowledge and understand that the guide(s) may not always be able to give warnings or instructions even if aware of certain hazardous circumstances or conditions.

For self-guided trips, I understand and acknowledge that the services provided by DJ do not include a trip guide.

My participation in this trip is purely voluntary, and I elect to participate despite the risks. I agree to be responsible for my own safety and welfare, and I EXPRESSLY ACCEPT AND ASSUME ALL OF THE RISKS RELATED TO THIS TRIP AS SET FORTH ABOVE.

### **RELEASE AND INDEMNIFICATION AGREEMENT**

I do hereby acknowledge and agree that DJ shall not be liable, directly or indirectly, for bodily injury, death or property damage for any reason whatsoever, including, but not limited to acts of God, weather, quarantines, civil disturbances, theft, accident, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, or any other matter or situation over which DJ has no control.

Further, I do hereby voluntarily release, forever discharge, and agree to indemnify and hold DJ harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this trip and trip activities or my use of equipment or facilities provided by DJ including those which may arise from the negligent acts or omissions of DJ.

Should DJ incur legal fees or costs to enforce the terms of this Agreement, I agree to indemnify and hold harmless DJ for all such fees and costs.

I do hereby represent that I have adequate medical, land liability insurance to cover the costs associated with any injury or damage I may suffer or cause while participating in the trip. I agree that I am financially responsible for any such costs and damages which are uninsured or not covered by insurance.

I do hereby represent that I have no known medical, physical,

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**888-845-5781**

or emotional condition which could interfere with my safety on this trip or the safety of other participants and that if such a condition should arise during the course of the trip I agree to assume and bear the financial responsibility for all expenses, costs and damages that may result from such condition.

I understand that my application to participate in this trip is subject to acceptance by DJ and, upon acceptance, shall be deemed to be a contract which shall be governed, construed and enforceable under the laws of the State of Maine. In the event of any legal issue or dispute involving or related to the trip or this Agreement, I agree that (a) the courts of the State of Maine in Knox County shall have exclusive jurisdiction over all issues and disputes; (b) all issues and disputes shall be governed by the laws of the State of Maine without regard to the

conflict of law rules of any other state or country; (c) the maximum amount of recovery to which I would be entitled under any and all circumstances will be the amount I paid to DJ for the trip; and (d) if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing below, I acknowledge that I have read and understood the foregoing Terms and Conditions and Assumption of Risk, Release and Indemnification Agreement and I agree to be bound by those terms. I hereby confirm that I assume all risk associated with my participation in the trip and waive any right to seek compensation or damages if I am injured, killed or otherwise damaged as a result of participating in the trip.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

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

**Parent's or Guardian's Additional Indemnification** (Must be completed for participants under the age of 18.)

In consideration of the minor named below being permitted by DJ, Inc. to participate in the trip, I further agree to indemnify and hold DJ, Inc. harmless from any and all claims which are brought by, or on behalf of the minor, or by third parties as a result of the activities of the minor during the trip.

Signature of Parent/ Guardian \_\_\_\_\_

Name of Minor \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



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