



# Waiver of Liability & Assumption of Risk Agreement

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*Every tour participant must submit a signed copy of this Agreement. Please read it carefully.*

## Responsibility

BBD LLC, doing business as Higher Way Travel, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "HWT"), which acts only as an intermediary for its suppliers, assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, or of any other person or entity. A supplier's services are subject to the supplier's own terms and conditions, as well as the local laws and regulations of the relevant country.

## Assumption of Risk

I have voluntarily applied to participate in the tour on which I am booked, which will involve Cultural Tours, Hiking, Boat Cruise, Swimming/Snorkeling, and/or other outdoor and adventure activities ("Tour Activities"). I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in Tour Activities; negligence in any manner on the part of Higher Way Travel; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climatic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Higher Way Travel's control.

I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

## Release of Liability

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Higher Way Travel, I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by HWT, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER Higher Way Travel, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by Higher Way Travel.

**I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release Higher Way Travel from any and all liability to the maximum extent permitted by law.



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## Indemnification

I further agree to “indemnify” (meaning to defend and to pay or reimburse) HWT against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the Tour Activities. Binding Arbitration: I agree that any dispute concerning, relating, or referring to this agreement, Higher Way Travel’s tour brochures or any other materials that concern my tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour, shall be resolved exclusively by binding arbitration, in accordance with the rules of the American Arbitration Association. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

## Knowing and Voluntary Execution

I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. 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.

I understand that in calculating the cost of the tour, HWT has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, HWT would not be able to offer these services. I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement.

I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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