

Assumption of Risk and Liability Release Form

I understand that I may travel to remote countries and areas that are inherently risky and other similar activities associated with foreign travel. I am prepared to assume the risks associated with this tour including: forces of nature; terrorism; civil unrest; accidents; and transportation including land vehicles, boats, and trains. I may have miscellaneous diet requirements and I understand *Chasing Atlas* is not in the food-service business. Dietary requests will be communicated; however, I understand that food providers may not respond to my requests, and I assume this risk, and hold harmless *Chasing Atlas* for this risk.

I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical supplies and support may not be available at all times. By signing this document, I agree to take full responsibility for my own actions, safety and welfare, including unanticipated events including injury, illness, emotional trauma, or death.

I also understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I fraudulently represent myself as fit for this tour, I may be removed prior to or during the trip at my own expense. No liability shall be attached to *Chasing Atlas* if the participant is not physically capable of continuing the tour and no liability shall be attached for failing to instruct the participant in riding or handling skills, or local traffic laws. I also agree that any photos or videos taken of me while participating in an event with *Chasing Atlas* may be shared via social media or marketing materials.

Chasing Atlas is the principal tour operator for these trips and is responsible to all participants for all arrangements and for all trip services and accommodations offered. *Chasing Atlas*, its agents, servants, and employees shall not be held responsible for personal injuries or property damage, loss, or delay, or change of itinerary incurred by any person or participant arising out of the act of negligence of any direct or supplemental carrier, hotel or other person rendering any of these services, or accommodations being offered in these tours; nor shall *Chasing Atlas* be responsible for injuries, death, damage, loss, or delay in any means of transportation or by reasons of any event beyond the actual control of *Chasing Atlas*, or any agent or supplier or due to force or majeure. *Chasing Atlas* reserves the right to substitute hotels, restaurants, or other services listed in the itinerary with compatible services if necessary. The right is also reserved to decline or retain any person as a member of a trip due to circumstances beyond the control of *Chasing Atlas*.

I hereby release *Chasing Atlas*, and its agents and guides from and against any and all liability arising from my participation of in the trip.

I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release *Chasing Atlas* from any and all liabilities to the maximum permitted by law.

I certify that I am in excellent health and have the training necessary to join this tour. I have not been told by a medical professional that I cannot participate in daily physical activity. Any dietary needs which directly correspond to a physical condition have been given to *Chasing Atlas*. I understand that this will be a challenging tour and that injuries can occur. I consent to medical treatment if deemed necessary by *Chasing Atlas* and release *Chasing Atlas* of any liability if there is injury, death, or loss of property.

I assume all risks of participating in this tour and acknowledge that we will be riding in public spaces where there is vehicular traffic, weather, pedestrian traffic and other situations not in the control of *Chasing Atlas*.

I agree that the laws of the State of Utah shall apply to this Agreement. If a dispute arises under this Agreement, a mediation will be conducted in Utah. The mediator will be selected by Chasing Atlas from a list of mediators from Utah ADR Services. If mediation is not successful, an arbitrator will be chosen from the same service by Chasing Atlas and thereafter a binding arbitration will be conducted in Utah and the expense of arbitration will be paid by the participant.

I have full knowledge of all the information provided about this tour and I agree to all stated conditions, specifically noting my responsibilities and obligations as a tour participant.

I understand that it is a release of liability and a contract between me and Chasing Atlas and its affiliates and I sign this agreement of my own free will.

I agree to these statements by clicking the box on the form.

Parents or Guardian Additional Identification

In consideration of (Minor) being permitted by *Chasing Atlas* to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless *Chasing Atlas* from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by the Minor.