



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

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To: Extreme Outdoor Adventures (including its officers, directors, employees, agents, representatives and independent contractors) (collectively and severally referred to as Extreme Outdoor Adventures or E.O.A).

In consideration of EXTREME OUTDOOR ADVENTURES accepting my application and permitting me to participate in the expedition which may include travel over land, water and ice and use of traction kites, kayaks and ice-travel/mountaineering activities (including instruction in any of these activities whether in or out of water) (collectively and severally referred to as the expedition) I,

Name: Date of Birth:/...../.....

Home address:

City: Postcode: Country:

Contact address if visiting United Kingdom

Agree as follows:-

1. Express Acceptance of Risk

(a) I confirm that the answers I have provided in the E.O.A Confidential Medical History Form and in my Application Form are true and correct and that Extreme Outdoor Adventures has relied on those answers in allowing me to participate in the Expedition;

(b) I certify that my level of fitness and endurance is adequate for participation in the expedition and if necessary agree to verify with my medical practitioner that I do not have any physical or psychological problems which would create undue risk to myself or other participants on the expedition;

(c) I personally and voluntarily assume and accept all and any risks for any harm, trauma, injuries or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the expedition;

(d) I certify that I am aware of the inherent risks, dangers and hazards associated with the expedition and I voluntarily choose to participate in the expedition fully accepting such risks, dangers and hazards, should they arise, may cause personal injury, death or property damage or loss and in particular I acknowledge that I have been advised that the risk, dangers and hazards include but are not limited to:-

(i) that the expedition will be at a location that is remote in time and/or distance from any medical treatment or facilities;

(ii) that the risks, dangers and hazards involved in the expedition may be greater or different than those I normally encounter;

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(iii) that the expedition may involve exposure to the natural elements such as changing weather conditions, storms and wind, possible encounters with potentially harmful or fatal attacks by wild animals and varying or adverse wilderness conditions;

(iv) that the expedition may involve the use and operation of traction kites, kayaks and ice-travel/mountaineering equipment which are physically demanding activities that may cause personal injury, trauma, death or property loss or damage;

(v) that the operation of traction kites, kayaks and ice-travel/mountaineering equipment involves the use of equipment that may malfunction giving rise to the risk of personal injury, trauma, death or property loss or damage;

(vi) that the expedition involves travel to and in and survival in the wilderness and that I may have inadequate physical fitness or endurance during the course of the expedition;

(vii) that the expedition may include risks, dangers and hazards which arise from possible negligence on the part of my fellow participants on the expedition giving rise to personal injury, trauma, death or property loss or damage;

(viii) that changes to the expedition may occur as a result of adverse weather, industrial action, sickness, quarantine, government intervention, wars, riots or other unforeseen occurrences.

(e) I agree to accept and comply with all directions, instructions and advice from Extreme Outdoor Adventures before and throughout the course of the expeditions.

2. Release Discharge & Indemnity

(a) I unconditionally release and discharge Extreme Outdoor Adventures from all liabilities, claims, costs, expenses, demands and causes of action that may arise from any act, omission, default, failure or error on the part of Extreme Outdoor Adventures (including any negligent act, omission, default, failure or error) and/or on the part of any participants in the expedition (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the expedition;

3. Indemnity

(a) I agree to indemnify and keep indemnified Extreme Outdoor Adventures from any liability, claim or causes of action that may be brought against Extreme Outdoor Adventures as a result of or in connection with any act, omission, default, failure or error on the part of Extreme Outdoor Adventures and/or participants as a result of or in connection with any act, omission, default, failure or error on the part of Extreme Outdoor Adventures and/or participants (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the expedition;

(b) I agree that Extreme Outdoor Adventures will not be liable for and waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise, for any act, omission, default, failure, negligence or error on the part of Extreme Outdoor Adventures or the participants;

(c) If, despite these terms, it is found that Extreme Outdoor Adventures is liable to compensate me then such liability is limited to the cost of providing the service in respect of which the liability arises, again.

4. Statement of Understanding

(a) I acknowledge that I have read and understood the matters set out in this and that I am of lawful age and legally competent to give this waiver, release and indemnity;

(b) I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital;

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(c) I have signed this document of my own free will and without any representation or inducement by Extreme Outdoor Adventures ;

(d) This waiver, release and indemnity agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death;

(e) I agree that the laws of the United Kingdom, govern this Agreement and consent to the jurisdiction of the Courts of United Kingdom

SIGNATURES

Expedition Name:.....Expedition date:

Name:

Signature:

In the presence of:-

Full name: (Print name of witness)

Signature:..... (Signature of witness)

Date of agreement: day of..... 20.....

If applicant is under 18 years of age:

Guardian Name:.....Signature:.....

YOU MUST MAIL THE ORIGINAL DOCUMENT WITH ORIGINAL SIGNATURE AND INITIALS TO:

Extreme Outdoor Adventures

Southern Heights

Charleston,Nigg

Aberdeen

Scotland

Ab12 3In

Faxed or emailed copies are not accepted.