

RELEASE OF LIABILITY, WAIVER OF CLAIM, EXPRESS ASSUMPTION OF ALL RISKS AND IDEMNITY AGREEMENT

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS
BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR PERSONAL
INJURIES, WRONGFUL DEATH OR PROPERTY DAMAGE WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, SUSTAINED BY YOUR
PARTICIPATION IN AN OVERSEAS EXTREME CHALLENGE JUNGLE EXPEDITION AND/OR ANY RELATED TOURISM ACTIVITIES.**

ACKNOWLEDGEMENT

**BY SIGNING THIS AGREEMENT I ACKNOWLEDGE OF AND AM AWARE OF THE DANGER AND RISKS INVOLVED IN PARTICIPATING IN
ECO PLANET ADVENTURE'S EXTREME CHALLENGE JUNGLE EXPEDITION TRIP AND ITS ACTIVITIES AND I AGREE TO PARTICIPATE IN
SUCH TRIP AND ACTIVITIES DESPITE THE RISKS OF SERIOUS INJURY, DEATH AND PROPERTY DAMAGE AND I AM ASSUMING FULL
RESPONSIBILITY FOR ANY AND ALL RISKS INVOLVED IN SUCH TRIP. I ATTEST THAT I AM IN GOOD HEALTH, FITNESS AND SHAPE AND
FIT TO ENDURE THE PHYSICAL AND MENTAL CHALLENGES THAT INVOLVED IN EPA EXTREME CHALLENGE EXPEDITION.**

I _____ (Print your name), voluntarily apply to participate on a trip under the arrangements of Eco Planet Adventure, LLC [hereafter referred to as EPA, LLC] and in consideration of being permitted to participate in Eco Planet Adventure's Extreme challenge Jungle expedition activities and/or in other extreme Challenge sport activities, in White water rafting level 3 to 5, High altitude Mountain climbing, Waterfall Canyons repelling, Mountain biking, River canoeing, Motocross rides, Trees ascending, Canopy walks, Zip lines, Snorkeling, Swimming activities and/or in any type of exposure to the Jungle's wild life, its species, diseases, illness and/or any other jungle dangers and factors – I do hereby acknowledge that all the above mentioned activities and such are dangerous activities and involve the risk of serious injury, death, and property damage. I hereby release, waive, and agree not to hold liable and/or to sue Eco-Planet Adventure, LLC, its owners, predecessor, successor, subsidiary, Parent, and affiliate companies, its any and all other officers, directors, shareholders, agents, servants, assignees, successors, employees, and attorneys (collectively, "Releasees") for personal injury, property damage, or wrongful death which arises out of or is related to my participation in the above described activities to include all activities in low Land, high land, jungle, rainforest, canyons, waterways, roads, sea and air, whether caused by negligence of Releasees or otherwise. Further more I assume full responsibility for any risk of bodily injury, wrongful death or property damages arising out of, or related to my participating in such excursion.

I acknowledge that travel to foreign country and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance which are not maintained or operated to standards common in the United States; high altitude; forces of nature; civil unrest; terrorism; accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages. I understand that EPA, LLC will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of Releasees and I agree that this Release of Liability, Wavier of Claims, Express Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, including negligent rescue operations. I agree to be responsible for my own welfare, and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma and death.

I understand the responsibility of Eco Planet Adventure LLC and its affiliated companies is strictly limited. As a US based adventure travel company EPA, LLC organizes, promotes, and sells tour programs consisting of certain travel services, including but not limited to surface transportation, air and water transportation, excursions, and cruise/hotel accommodations which EPA LLC purchases or reserves from various suppliers (collectively, "Suppliers") in my behalf. I am aware, and clearly understand that the suppliers providing travel services for my trip programs sold by EPA, LLC are independent contractors and are not agents or employees of EPA, LLC nor does EPA, LLC act as an agent for any supplier of my trip services. Therefore, I understand that EPA, LLC is not responsible for any negligent or willful act or failure to act and/or omissions of such suppliers, or of any air or cruise carrier or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. Some tours include visits to shops and merchants. Operator is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not.

By utilizing the travel services of these independent Suppliers, I hereby release and discharge Eco Planet Adventure, LLC its owners, employees, agents and representatives from and against any and all liability, actions, causes of actions, suits, debts, demands that I may have for any injury, costs, property damage, personal loss, or death to me, or those traveling with me, in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond the control of EPA, LLC, including but not limited to, acts of terrorism, war, human error, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of (or change in) itinerary or schedules. Understand that any legal claims which have, or may arise out of, or in connection with, travel services arranged through EPA, LLC must be taken up directly with the actual provider of services whose names and addresses will be provided to me prior to departure. This waiver specifically includes giving up any right I may have to sue EPA, LLC for negligence for services rendered by the actual providers of services.

This release of liability and assumption of all risks shall be legally binding upon myself, my family, heirs, administrators, executors, legal representatives and assigns. I understand that all applications are subject to acceptance by Eco Planet Adventure, LLC. In executing this document, I am not relying upon any oral or written representations of statements made by Releasees other than what is set forth in this Agreement. If any provision of this Agreement is found to be enforceable or invalid, that provision shall be severed and the remainder of this Agreement will construed as though the unenforceable provision had never been contained in this Agreement.

Knowing and Voluntary Execution: My signature below certifies that I have carefully read and fully understand the contents of this Agreement including the *Terms and Conditions*, especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to Eco Planet Adventure, LLC, the depositor, his or her family and heirs agree to be bound by the *Terms and Conditions*. I understand this is a legally binding and enforceable contract and I am aware of its legal consequences, and have signed it freely and voluntarily, without any inducement, assurance, or guarantees that have been made to me, and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this document.

PRINT FULL NAME

SIGNATURE

DATE

CREDIT CARD AUTHORIZATION

I authorize Eco Planet Adventure, LLC to charge my payment to my: VISA MASTERCARD AMERICAN EXPRESS

AMOUNT: _____ CARD NUMBER: _____ EXP. DATE _____

PRINT NAME AS IT APPEARS ON CARD

AUTHORIZING SIGNATURE