

LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for my being permitted to participate in the activities of White Crow Adventure Tours, and the use of its equipment and vehicles, I agree to the following waiver and release of liability.

I understand and acknowledge that during the trek, tour, expedition, or other trip in which I will participate, under the arrangements of *WHITE CROW ADVENTURE TOURS* and its agents, employees, associates, affiliated companies, or subcontractors (hereinafter collectively referred to as “White Crow Adventure Tours” or “White Crow”), certain inherent and acquired risks and dangers exist and cannot be eliminated. I understand and assume each and every risk associated with the activities performed, any of which can cause injury or even death.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, WITHOUT LIMITATION:

- Travel by automobile or other means of conveyance;
- Hazards of traveling, hiking, exploring, or participating in activities that take place in remote or rugged, unpredictable terrain and where phone or radio communications are unavailable;
- Risks associated with wildlife encounters while participating in any outdoor activity;
- Risks associated with crossing roadways and entering/exiting vehicles,
- The unavailability of immediate medical attention or means of rapid evacuation in case of emergency;
- Risks of injury, dehydration, or even death resulting from my participation in any adventurous activity such as hiking, walking alongside rock ledges, and ascending/descending mountain peaks;
- Mechanical or construction failures of vehicles and equipment;
- Acts of God, acts of terrorism, forces of nature, and unpredictable weather conditions;
- Areas of unsafe or unstable conditions due to political or civil disturbances, or other unforeseen circumstances.

I acknowledge that these are some, but not all, of the inherent and acquired risks associated with the activities performed on a White Crow Adventure Tours tour. A complete listing of inherent and acquired risks is not possible. White Crow does not sponsor or endorse these activities, nor can White Crow be held liable for any injury or illness resulting from my participation. If I decide to participate in these activities, I do so voluntarily and should take precautions to ensure my own safety.

There are other risks, hazards, and dangers associated with adventure travel, which are unknown or unanticipated, and I am fully informed as to the risks I am taking by participating in these activities while a passenger of White Crow Adventure Tours. I acknowledge that I have responsibilities as a participant and accept full responsibility for my behavior and actions relating to bodily injury, death, and loss of personal property. I am responsible for any and all expenses resulting from any inherent risk, whether identified or not, and as a result of my negligence.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with White Crow personnel. I understand that the activities performed during a White Crow tour may require good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I accept full responsibility for purchasing the style of tour that fits my desired comfort level and participating in activities that are suitable for my fitness level and capabilities. I am in good physical health and have the ability to safely engage in adventure travel activities and all other activities in which I may partake while a White Crow passenger. **My participation in these activities is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.**

In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or other activities and as a part of the payment for the services arranged for me by White Crow Adventure Tours, **I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS**, including, to the extent permitted by law, the risk of negligent acts or omissions of White Crow Adventure Tours, its owners, employees, partners or agents. **THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE FROM ANY LEGAL LIABILITY AND EXPRESS ASSUMPTION OF RISK** for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me.

I FURTHER AGREE TO INDEMNIFY (“indemnify” meaning protect by reimbursement or payment) White Crow Adventure Tours, and each and every one of its directors, officers, agents, employees, and volunteers from and against any and all claims, actions, liabilities, suits, and expenses [including reasonable attorney’s fees] which are related to, arise out of, or are in any way connected with my participation in any activities including, but not limited to, **NEGLIGENCE OF ANY KIND OR NATURE**, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from the negligence of White Crow Adventure Tours or from some other cause.

I agree that this document and all other aspects of my relationship with White Crow Adventure Tours are governed by Virginia law. Fairfax County, within the State of Virginia, will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of my participation in these activities. If a court or any other appropriate authority finds any portion of this document to be invalid, the remainder will remain in full force and effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE OF LEGAL LIABILITY AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS.

Signature of Participant _____

Printed Name of Participant _____

Date _____

(If under 18 years of age, a parent or guardian must sign this document on behalf of the minor.)

Signature of Parent/Guardian _____

Printed Name of Parent/Guardian _____

Date _____

[ONLINE]

I acknowledge that I have read and understand White Crow Adventure Tours’ Booking Terms and Conditions and accept the terms listed therein.