

# Eco Vacations LIABILITY RELEASE

## CONSUMER DISCLOSURE NOTICE, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

*Please read this Agreement carefully. You must sign this Agreement to participate in the travel package. By signing this waiver, you agree to the terms and conditions written below. Minors (under 18 years of age) must have the signature of a parent or guardian.*

### RESPONSIBILITY:

I, \_\_\_\_\_ the “Traveler” **RELEASE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS** Eco Vacations, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, related entities, independent contractors/sales representatives, volunteers, **including successors and assigns** (individually or collectively “Eco Vacations”). Eco Vacations acts only as an agent or intermediary for the various independent suppliers that provide accommodations, meals, transportation, sightseeing, activities or other goods and services connected with your travel package (“Supplier” or “Suppliers”). As a result, Eco Vacations assumes no responsibility for and cannot be held liable for any negligent or willful act or failure to act of any Supplier, or of any other person or entity. A Supplier’s services are subject to the Supplier’s own terms and conditions and the local laws and regulations of the relevant country. Eco Vacations will not provide any refund for a SUPPLIER’s delay, cancellation, overbooking, strike or force majeure, or for elements of the travel package that, I, the traveler do not use for any reason.

**ASSUMPTION OF RISK:** I acknowledge that I have voluntarily applied to participate in the travel package on which I am booked (or a travel package to which I may subsequently transfer), which will involve bicycling, hiking, and/or other outdoor and adventure sports (“Adventure Activities”). I

understand that Eco Vacations does not provide instruction in bicycle use, swimming, or snorkeling. I also understand that helmets are required for bicycling, and life jackets are required for swimming, snorkeling, and boating, and that it is my sole responsibility to wear one. I am voluntarily participating in this travel package with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in ADVENTURE ACTIVITIES; negligence (but not gross negligence) in any manner on the part of Eco Vacations; emotional trauma; disfigurement; temporary or permanent disability (including paralysis); death; acts of God; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; food poisoning; 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; bites or stings from insects or pests, encounters with wild or domesticated animals, local laws, climate conditions; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere abnormal conditions or developments; or any actions, omissions, or conditions outside of the control of Eco Vacation that are not otherwise mentioned herein.

I understand that any medical expenses, property loss, or other personal expenditures that result during or from this trip, are to be borne by the Traveler. I also hereby consent, give authorization to, and release from liability; trip leaders to secure any emergency medical treatment in event I am unable to, and I agree to be responsible for the costs thereof. I further acknowledge that if I drive my own vehicle (motorbikes included), or am a passenger in another's private vehicle in connection with this trip, that Eco Vacations cannot be responsible for ensuring the safety and reliability of such private transportation or driver, nor for any non-sponsored activities and travel that I might choose to participate in before, during or after the trip, and I therefore accept the risks and responsibilities associated with such private vehicle travel and activities.

I assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, <http://www.travel.state.gov/> . For medical information, contact the U.S. Centers for Disease Control (CDC), 800-232-4636, <http://wwwnc.cdc.gov/travel/> , or the responsible government agency in your country.

**WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE:** As lawful consideration of, and as part of the payment for, the right to participate in the travel package, and as part of the payment for the services arranged for me by Eco Vacations, **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 travel package, and as part of the payment for the services arranged for me by Eco Vacations, I, an adult traveler, or as parent or legal guardian of any child/minor under 18 years for whom I am signing this agreement (“Minor”), for myself, the child, my and the child’s heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, “Releasors”), **HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER Eco Vacations**, its owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, successors and assigns (collectively, “Releasees”) 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 travel package or participation in the activities arranged for me by Eco Vacations.

In addition, **I agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless each Released Party** from any and all claims, actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to my or any Minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the travel package.

**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 or on whose behalf I am signing this Agreement, my and their heirs, successors, assigns, and legal representatives; it being my intention to fully assume all risks associated with this trip and to release RELEASES from any and all liability to the maximum extent permitted by law.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this Agreement, travel package brochures, or any other materials that concern my travel package, or the travel package itself, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Minnesota in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Minnesota law. 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.

**CANCELLATION POLICY** Trips/travel packages can be cancelled by the Traveler within 24 hours of purchase unless purchased within 30 days of the trip start date for full refund minus processing fees.

I, the Traveler, accept full responsibility and will not hold Eco Vacations financially responsible for cancellation of this travel package or curtailment or cancellation of individual activities due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents,

transportation problems, failure to perform on the part of local travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Eco Vacations.

If a trip is permanently cancelled by Eco Vacations the Traveler will NOT be entitled to a refund for any travel related costs beyond the travel package price paid, including but not limited to airfare, luggage, lodging, visa fees, vaccination, lost wages, or other potential costs incurred but not listed here.

**RESPECT POLICY** Eco Vacations mission is to provide opportunities for travel in a good way. To fulfill this mission all Travelers are expected to conduct themselves in a professional and positive manner at all times. All Travelers are responsible for knowing the Booking Terms and Conditions. Travelers are expected to respect the local cultural norms and values of the areas we are traveling within, and act within appropriate cultural boundaries. Additionally, Travelers are expected to share in stewardship for the land and environment during the trip. I acknowledge that Travelers found to be acting out of alignment with the Eco Vacations mission may be asked to leave the travel package. I understand that Travelers asked to leave for violating any rules or requests given verbally or in writing during the travel package will not be eligible for a refund for any or all travel related expenses as booked via Eco Vacations as part of the travel package. I understand that Eco Vacations has the right to refuse anyone as a traveler, or remove from a travel package, any person a) who it judges to be incapable of meeting the rigors and requirements of participating in the travel package activities; b) who it determines to detract from others' enjoyment of the travel package, c) demonstrating behavior out of alignment with the Eco Vacation mission, or d) for not executing this or other required pre-travel documents.

**VALIDITY OF ELECTRONIC SIGNATURE:** If signing electronically, I understand that a paper version of this agreement is available but I have voluntarily chosen to sign this document electronically. I understand that I may withdraw my consent to receive communications in electronic form by contacting Eco Vacations via email at [ecovacationsinfo@gmail.com](mailto:ecovacationsinfo@gmail.com).

**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 acknowledge that it has been recommended that I have my attorney review this release prior to signing it. I also understand that there are no exceptions to Eco Vacations' cancellation and refund policies, to which I previously agreed when booking the travel package, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond Eco Vacations' control. 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 also acknowledge that I have had an opportunity to ask any and all questions that I may have, and that Eco Vacations has answered all questions to my satisfaction. My signature applies to all pages of this document. I acknowledge that in calculating the cost of the travel package, Eco Vacations has relied on my consent to these terms and their enforceability. In the absence of this Release of Liability, the travel package cost would have been higher or, alternatively, Eco Vacations would be unable to offer these services.

By signing below (whether electronically, by pen-and-ink, or by facsimile counterpart) and submitting this document to Eco Vacations by any means, I also acknowledge that I have carefully read and fully understand and agree to the contents and legal consequences of this Agreement, as well as Eco Vacations Terms and Conditions, the itinerary for my specific trip, and any other Eco Vacations' material that governs the travel package.

Signature (If 18 years of age or older)

Date

Print Name

*Minors under 18 years of Age – A Parent or Legal Guardian Must Sign This Agreement on Behalf of the Minor and the Minor Must Also Sign this Agreement. The Parent or Guardian Must Submit Their Own Signed Agreement Separately if Also Participating in the travel package.*

I am the parent or legal guardian of the minor. **I understand the legal consequences of signing this Agreement, including a) Releasing Eco Vacations from all liability on my and the minor's behalf, b) promising not to sue on my and the minor's behalf, c) and assuming all risks of the minor's participation in the travel package. I understand that I am responsible for the obligations and the acts of minor as described in this document. I agree to be bound by the terms of this document.**

I have read this Agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian

Date

Print Name of Participant's Parent/Guardian

Signature of Minor

Date

Print Name of Minor