



BAJA AND BEDYOND TOURS, INC.
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CERTIFIED SELLER OF TRAVEL #2089831-50

ASSUMPTION OF RISK AND RELEASE OF LIABILITY FORM

MUST BE FILLED OUT AND SIGNED BY EACH GUEST

I, _____, hereby acknowledge that I have voluntarily applied to be a participant in a Baja and Beyond Tours trip scheduled for _____ Departing on: _____

I hereby understand and agree to the general conditions as outlined in the Baja and Beyond Tours Application for Reservations form, section entitled "Responsibilities." _____ (Please Initial)

Further, I understand that Baja and Beyond Tours activities cannot be guaranteed due to weather and other circumstances beyond the control of Baja and Beyond Tours. _____ (Please Initial)

I am aware that traveling outdoors and wilderness areas may be dangerous. There are certain risks and dangers, including, but not limited to, hazards arising from the forces of nature, from marine life and other plants and animals, from living at a campsite, from accident or illness in an area without medical facilities, and from travel itself, including transportation over unpaved roads and in boats. I hereby voluntarily assume all of those and all hazards which may be encountered and except for gross negligence, I hold harmless Baja and Beyond Tours and its employees, volunteers, and contractors from any and all liability that may arise out of my trip. _____ (Please Initial)

For consideration received, I, my heirs, executors, guardians, and assignees hereby release Baja and Beyond Tours, its employees, volunteers, agents and contractors from any and all liability, actions, causes of actions, lawsuits, debts, claims and demands of every kind and nature whatsoever, including, but not limited to, those arising from any loss, injury, damage, or inconvenience to me, or my property, as a result of my participation in this tour. _____ (Please Initial)

Baja and Beyond Tours reserves the right to require any participant to withdraw from a tour, **AT HIS/HER EXPENSE**, at any time, if the tour director deems his or her acts or conduct to be detrimental to, or incompatible with the interest, harmony, comfort or welfare of the expedition. _____ (Please Initial)

I have carefully read the above agreement and the portion of the Application for Reservations section entitled "Responsibilities," and I fully understand their contents. I am aware that this is an agreement whereby I give up important legal rights. I am aware that I am releasing Baja and Beyond Tours and its employees, volunteers, agents and contractors from any liability for injury, death, or damages that I, or my property, may suffer on this tour, whatever the causes, and that I am further assuming the risks of all such injuries.

I sign this Release of Liability of my own free will. No oral representations, statements, or inducements, apart from the foregoing written agreement and Baja and Beyond Tours Application of Reservations, have been made.

DATE _____ SIGNATURE _____

I ACCEPT THE ABOVE TERMS AND CONDITIONS ON MY OWN BEHALF AND ON THE BEHALF OF

(name of minor)

Parent or Guardian's signature for minors under age 18:

(signature)