

RANDALL'S ADVENTURE AND TRAINING

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT WARNING:
BY SIGNING THIS AGREEMENT YOU, YOUR FAMILY AND REPRESENTATIVES WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

Please Print Clearly

First Name:	Last Name:	Identification: Type/Number
Phone:	Email:	Birthdate:
Address:		
City:	State:	Zip Code:

TO: Jeff Randall, Mike Perrin, Randall's Adventure and Training (Operator) and all associated and affiliated companies and individuals as they now exist, or may hereafter be acquired (Releasees).

In consideration of the Operator accepting my application for and my being permitted to participate in this adventure training session involving travel with the Operator, I agree to this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (collectively referred to hereinafter as the "Agreement").

For the purposes of this Agreement an "adventure" shall extend from the time I am initially picked up in Iquitos, Peru by the Operator to my final departure from the Operator in Iquitos, Peru.

Safety Acknowledgement and Assumption of Risks

I am aware of the risks, dangers, and hazards associated with adventure travel and training, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the variable unpredictable terrain, and that the inherent risks of adventure travel contribute to such enjoyment and excitement. I further acknowledge and agree that while adventure traveling I shall at all times follow the guide's instructions. I understand that my failure to follow the guide's instructions may result in injury or possible loss of life to myself or others, or suspension of adventure travel privileges.

Insurance

I acknowledge that it is my responsibility to arrange my own travel/medical/accident insurance for this adventure.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the Operator allowing me to participate in this adventure and permitting my use, if applicable, of their resources, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1) On behalf of myself, my heirs, next of kin, executors, successors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties have or may have in the future against the Operator or Releasees, and I release from all liability and agree not to sue the Operator or Releasees for any and all personal injury, death, property damage, expense or loss sustained by me or my next of kin as a result of my participating in this adventure with the Operator due to any cause whatsoever including, without limitation, negligence, breach of contract, or breach of any type on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of this adventure referred to above.

Page 1 Participant's Initials: _____

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- 2)** I hereby hold harmless and indemnify the Operator and Releasees from any and all liability for any damage to property of, or personal injury to any third party, resulting from my use of equipment or participation in this adventure, or travel beyond the designated areas.
- 3)** This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, representatives and successors in the event of my death or incapacity, or in the event that I am the legal parent or guardian of the participant who is under the age of nineteen (19) years, it shall be effective and binding on his or her heirs, next of kin, executors, administrators, assigns, representatives, parents, guardians, or successors.
- 4)** In entering into this Agreement I am not relying on any oral or written representations or statements made by any of the Releasees or Operator, including those in any brochures or on the internet, to induce me to go on the Operator's adventure training session, with the respect to the safety of the activities other than what is set forth in this Agreement.
- 5)** I further agree that the terms of this Agreement may only be amended by a duly executed written Agreement between the Operator and/or Releasees and myself, and that this Agreement shall not be affected or altered by any subsequent oral or written representations made by any of the Releasees or Operator.
- 6)** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the United States and no other jurisdiction.
- 7)** Any litigation involving the parties to this Agreement shall be brought solely within the United States in the State of Alabama.

I confirm that I am of the full age of twenty-one (21) years. I have carefully read and understand this Agreement prior to signing it. I agree that this Agreement will be binding upon myself, my heirs, next of kin, executors, administrators, assigns, representatives, legal parents and guardians, and successors, and I am aware that by signing this Agreement I am waiving certain legal rights which I may otherwise have against the Operator and/or Releasees, and I enter into this Agreement of my own free will.

Signed Name of Participant:	Printed Name of Participant:
Signed Name of Witness:	Printed Name of Witness:
Date:	Date:

Mail or fax completed form to:

Randall's Adventure & Training
60 Randall Rd.
Gallant, AL 35972

Fax: (256) 570-0175

Note: Forms must be completed and returned at least 10 days prior to scheduled departure.