



Birding Tours Worldwide

ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT

I, _____, acknowledge I have voluntarily registered for the _____ tour, scheduled to take place (dates) _____. I understand I may travel to remote countries and remote areas that are inherently risky and perhaps far from medical care. I am prepared to, and by signing below agree to, assume the risks associated with this tour including (but not limited to): forces of nature, terrorism, civil unrest, war, accidents, and local transportation including land vehicles, boats, and aircraft not operated or maintained to North American standards. I assume the risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical care may not be available. By signing this Agreement, I agree to take full responsibility, at all times, for my own actions, safety and welfare. I understand I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I falsely represent myself as fit for this trip, I may be removed prior to or during the trip at my own expense.

I, _____, hereby release and discharge WINGS BIRDWATCHING TOURS, INC. and its agents and employees from and against any and all liability arising from my participation in the _____ tour referred to above. I agree this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it is my intention to fully assume all risk of travel and to release WINGS BIRDWATCHING TOURS, INC. from all liabilities to the maximum extent permitted by law. I intend that this Agreement shall apply to all claims, regardless of whether founded, in whole or in part, on any negligent act or omission of any of the released parties.

I, _____, agree the venue for resolving any controversy or claim arising out of or relating to this Agreement or the performance of it, including, without limitation, any claim relating to bodily injury, property damage or death, shall be Tucson, Arizona (Pima County), U.S.A. I agree any such controversy or claim will be governed by Arizona law. I agree to make a good faith effort to mediate any such controversy or claim (in the same venue) prior to initiating any litigation. I recognize that mediation is a necessary prerequisite to a lawsuit. The parties to the mediation will split the cost of the mediator. If they cannot efficiently agree upon the identity of the mediator, each will select a person skilled in mediation, at each party's own expense, and those two individuals will select a neutral third party, who will act as the sole mediator. I recognize and agree that in the event of litigation arising out of or relating to this Agreement or my performance thereunder, the prevailing party will be entitled to recover its reasonably expended attorney's fees and all other related expenses. I acknowledge that my agreements and promises regarding mediation and litigation do not waive or modify the releases stated above in this Agreement.

Signature of Registrant

Date

01-12