

WAIVER.. RELEASE OF LIABILITY & ASSUMPTION

NOTE: A signed copy of this form is required for each traveler. Please print, sign and fax or mail to the address below.

I am aware that travel (whether in civilized or remote areas and regardless of the transportation conveyance) and participation particularly in adventure activities that may be planned on this trip (such as, but not limited to boating, snorkeling, trekking, hiking, and animal viewing) contain inherent risks of illness (including, but not limited to, malaria), injury (including, but not limited to those caused or contributed to by auto and/or boating accident and the inadequacy and/or absence of safety devices, such as seat belts or flotation devices) injury by animals, emotional trauma, and/or death, which may be caused by negligence, forces of nature, civil unrest or terrorism, or other agencies known or unknown. I recognize that such risks may be present at any time before, during and after the trip that I am participating in with Protravel, Protravel Southwest Div, Irene Spencer Travel, & OFI a.k.a.Orangutan Foundation International.

I am also aware that adequate medical services or facilities may not be readily available or accessible during some or all of the time in which I am participating in the trip, and that evacuation, if necessary, and if available, can be prolonged, difficult and expensive.

I am also aware that in developing nations such as many of those served by Protravel, Protravel Southwest Div, Irene Spencer Travel, & OFI the level of infrastructure development, sense of urgency, communications skills, attention to detail, quality standards, hygiene, political stability, cuisine, sanitation facilities, cleanliness, and business practices, among other things, may be deemed far inferior to those found in most industrialized nations. Further, I am aware and accept that travel to such areas involves these and other elements of risk above and beyond those that would normally be encountered in industrialized nations. I acknowledge that I have been informed and encouraged to purchase travel insurance.

As a participant in a group tour, I am aware that group travel requires compromise to accommodate varying personalities, wants, abilities and objectives of group members. I understand and accept that, my personal desires notwithstanding, my tour leader may be required, based upon his or her experience and upon the wishes of the group members, to improvise and exercise his or her judgement and/or make good-faith decisions concerning the management of the tour. I agree further to abide by any such decisions.

I understand that due to the nature of the destinations to which Protravel, Protravel Southwest Div, Irene Spencer Travel, & OFI organize tours, and the necessity of the long lead times required to organize such tours, situations such as the following can and might be expected to occur: changes in trip leader assignments; changes in sequence or timing of the itinerary; and/or changes in accommodations and/or transport. I understand further that due to the above-stated reasons Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI cannot guarantee exact adherence to any itinerary or itineraries that I have been provided. I accept that if any of the aforementioned situations arise either before or during my trip Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI may be required to make decisions to address the changed circumstances and that it may not be possible to provide me with advance notification. I agree to waive, release, and hold harmless Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI from any and all claims, actions, suits, and demands by me arising from or

in connection with such decisions, provided that they are made in good-faith and do not substantially or significantly adversely affect the overall content or quality of the tour package.

In consideration of, and as part payment for, the right to participate in the trip, and the activities, services, and food arranged for me by Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI in connection with the trip, I have and do hereby fully assume all risk of illness, injury, property damage, emotional trauma, and death, and hereby fully and forever waive, release, and hold harmless Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI and their agents, officers, directors, employees, successors and assigns (Released Parties) from any and all actions, claims, suits, and demands by me arising from or in connection with my participation in the trip. I also hereby agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including reasonable attorneys' fees and costs) by a third party arising from or in connection with my participation in the trip. I intend and agree that this waiver and release is also binding upon my heirs, legal representatives, successors, and assigns.

I also acknowledge that I have been informed that Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI are acting as an agency capacity in making travel arrangements and affirm that neither nor Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI nor any of their agents, officers, directors, employees, successors, assigns and associates have any responsibility or liability arising from failure on the part of any contractors, including transportation companies, retained by Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI in connection with this trip to perform their contracts of carriage except for reimbursement for ground services contracted for, but not provided due to error or omission on the part Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI or any of their contractors.

I understand and acknowledge that all fares of passage of travel and rates quoted have been quoted in good faith, but are subject to change without notice at the sole discretion of Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI, if costs change because of currency fluctuations or any other circumstances.

My rights arising from or in any way relating to contracts of travel and/or passage shall be based upon the form of contract from time to time utilized by each transportation company and as represented by their ticketing or other documentation supplied as part of the tour.

This Waiver, Release of Liability & Assumption of Risk shall be construed under and governed by the laws of the State of California exclusive venue and jurisdiction over any dispute arising hereunder shall be in the District Court of California in and for the County of San Diego. In the event that any action or proceeding is brought by either of us, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs.

I understand that Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI reserve the right to take photographic or film records of me during my trip, and hereby agree that Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI, may use any such photographic or film records for promotional and/or commercial purposes.

I have carefully read and understand this Waiver, Release of Liability & Assumption of Risk, and having done so, I am signing it voluntarily. I also acknowledge that I have carefully read the "Terms & Conditions," including cancellations and refunds, and I agree to all stated conditions therein. I also agree to assume all risks involved and I do waive and release Irene Spencer Travel, Protravel, Protravel Southwest Div and OFI from all liability arising from this trip.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**MEDICAL PROXY**

Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI, assume no liability regarding provision of medical care or evacuation services. Any of our staff or sub-contractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a "Good Samaritan". Please see our complete Terms and Conditions. If I am unable to authorize my own medical attention, I agree to hold harmless and release Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI, from any liability for medical attention authorized by them, their sub-contractors or agents on my behalf. This authorization is in effect while I am receiving services from Protravel, Protravel Southwest Div. Irene Spencer Travel, & OFI.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or guardian must sign on behalf of all those under 18 years of age