

SUMMIT EXPEDITIONS & NOMADIC EXPERIENCE

VOLUNTARY RELEASE: ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Read this Agreement carefully. A parent/guardian must sign for minors (under 18 years of age).

This document pertains to mountain climbs, bicycle rides, running tours, safaris, and any **trips in the United Republic of Tanzania or in the Republic of Kenya** (hereafter "The Trip") by **Summit Expeditions & Nomadic Experience, Ltd. (Tanzania)** and **Summit Expeditions & Nomadic Experience, LLC (U.S.A.)**.

The undersigned requests and is granted permission to participate in The Trip. In consideration, I, the undersigned, DO HEREBY RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS Summit Expeditions & Nomadic Experience, Ltd. (Tanzania) and Summit Expeditions & Nomadic Experience, LLC (U.S.A.), its owners, officers, agents, employees, volunteers, and affiliated entities (collectively "SENE") from any and all claims, demands, and liability arising out of strict liability or ordinary negligence of SENE or any other participant which causes me pain, injury, death, emotional trauma, or property damage, and hereby covenant to hold SENE harmless and indemnify SENE any claim, judgment or expenses SENE may incur arising out of my activities or presence on The Trip, as follows.

1. I UNDERSTAND that my participation in The Trip entails DANGER AND RISK OF INJURY OR DEATH, and that weather and physical conditions are rugged and primitive, change from time to time, and may become hazardous, and that there is inherent danger in such participation and in remote and wilderness travel, and the danger of which I appreciate thereof, and despite such dangers, VOLUNTARILY ACCEPT ALL RISKS connected with The Trip.
2. I UNDERSTAND the risks of travel in **Tanzania** and **Kenya**, in which I may be exposed to bacteria, viruses, and diseases that are rare or unknown in my home country, I may encounter and be attacked by dangerous wildlife, and in the event of an accident rescue and medical treatment may not be available. I also acknowledge that inherent risks of travel in foreign countries is the threat of robbery, banditry, terrorist activity, guerrilla warfare, and hostile governments.
3. I UNDERSTAND that all **vehicles** (including but not limited to all motorized vehicles and bicycles) used on The Trip are owned or rented by SENE, and that the vehicles endure extreme road conditions, and facilities for repair are very limited, and I ASSUME ALL RISK with vehicle malfunction or breakdown, and hereby waive any damage (including but not limited to consequential damage) or refund I may desire to claim by reason of any breakdown or other problem with any vehicle. I also acknowledge that an inherent risk of vehicle travel is accident or vehicle malfunction that may cause injury, bodily damage, or death.
4. I UNDERSTAND that **wildlife safaris** involve a large amount of time spent in a vehicle and therefore carsickness, discomfort, sunburn, dehydration, heat exhaustion, and exposure may occur.
5. I UNDERSTAND that **trekking, climbing, walking, and running** involve navigating rivers, mountain passes, snow and ice, steep slopes, rocks, and treacherous terrain. Trekkers, climbers, and runners may encounter other environmental dangers, such as falling and rolling rocks, sudden storms, lightning, blizzards, avalanches, and flash floods. I might become lost or separated from my guides and porters. I am aware that exposure to high elevation may cause acute mountain sickness or high-altitude illness in mild or serious stages, including high-altitude pulmonary edema and high-altitude cerebral edema. Change in weather conditions and exposure to the elements can be uncomfortable and/or harmful, and this exposure could cause sunburn, dehydration, heat exhaustion, heatstroke, frostbite, hypothermia, and create cramps or fatigue.
6. I UNDERSTAND that **bicycling** on roads and trails requires navigating uneven and rocky surfaces, rivers, and steep inclines and declines. Roads and trails may be in disrepair and bicyclists may encounter motorized and non-motorized vehicles on the roads and paths that are dangerous to the bicyclists due to excessive speed, lack of driver control, driver impairment, or vehicle disrepair, as well as pedestrians and animals whose movements may be unpredictable and endanger bicyclists. Bicyclists may encounter change in weather conditions and exposure to the elements that can be uncomfortable and/or harmful, and this exposure could cause sunburn, dehydration, heat exhaustion, heatstroke, frostbite, hypothermia, and create cramps or fatigue.

7. I ACKNOWLEDGE that I AM RESPONSIBLE FOR MY OWN SAFETY and that I am familiar with all safety precautions which are required and advisable, and if I fail or I have failed to take such precautions, I ASSUME ALL RISK for myself and assume all liability to others for such failure, and I hereby RELEASE SENE from any liability for such failure. In the event of an accident, rescue and medical treatment may not be immediately available. Guides have difficult jobs to perform; they seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. I specifically acknowledge that decisions made by my guide or crew are often made in dangerous and remote wilderness settings and are made based on often imprecise, momentary, and subjective perceptions that are subject to errors in judgment and cannot and should not be associated with fault at a later point in time.
8. I ACKNOWLEDGE that **SENE does not provide medical insurance** coverage for trip participants, and that I am responsible for any applicable medical insurance for myself. I UNDERSTAND that in the case of injury or medical treatment SENE is not responsible for any charges for health care services. I am responsible for any and all charges for health care services regardless of whether I have medical insurance to cover such charges.
9. I ACKNOWLEDGE that **SENE does not provide travel insurance** for trip participants, and that I am responsible for any travel insurance to cover personal accidents, theft, cancelations, injury, or grievance. SENE shall not be responsible for any charges that belong to travel insurance and will not cover such charges regardless of whether I have travel insurance to cover such charges.
10. I RECOGNIZE that this agreement shall apply to any incident, injury, accident, or death occurring at any time during The Trip or as a result of my participation in or connection with The Trip and to any incident, injury, accident, or death occurring within a period of one (1) year after the execution of this agreement.
11. I ASSUME full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety and security conditions at those destinations.
12. **AUTHORIZATION AND CONSENT FOR USE OF PHOTOGRAPH OR IMAGE**
I hereby grant SENE and those acting with its authority, permission and the absolute right to use, publish, and re-publish photographic pictures or video of me or in which I may be included, in whole or in part, in color or otherwise, in unlimited number, through any form of media, private or public, national or international (print, digital, electronic, or otherwise) for illustration promotion or advertising, commercial, website or any other purpose whatsoever. I release all claims for copyright or compensation for as long as provided for by law.
[If you deny consent strike the above paragraph and initial here _____]
13. I ACKNOWLEDGE that I am not an agent nor employee of SENE and no oral representations or inducements have been made to me to sign this agreement.
14. I ACKNOWLEDGE that should SENE or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to pay for all such fees and costs.
15. I AGREE that the interpretation of this document or of any other aspect of my relationship with SENE shall be governed by the laws of the United Republic of Tanzania and that any dispute arising out of this agreement, including all tort claims – whether such dispute arises in contract or in tort or otherwise – shall be litigated and determined, if at all, only before a court of competent jurisdiction in the United Republic of Tanzania.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I ASSUME ALL RISK IN CONNECTION WITH THE TRIP, INCLUDING THOSE RISKS KNOWN AND UNKNOWN TO ME. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE ABOVE PROVISIONS.

Printed Name _____

Signature _____ Date _____

Parent/Guardian Signature (if under 18 years) _____