



**ADVENTURE
COMPANY LLC**

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Liability Release and Assumption of Risk Agreement Tour: Iceland Adventure - IA2

Please read the liability release, assumption of risk and binding arbitration statements carefully before signing. All participants of a TWP Adventure Company, LLC (from this point forward referred to as TWP) tour must read, agree to and sign this form to have a confirmed reservation. Each participant must complete a separate form.

I am aware that travel and participation in activities that may be planned on a TWP tour contain inherent risks that come with adventure travel. I acknowledge that I have voluntarily applied to participate in the trip designated on this form. I am participating with the knowledge of these risks involved, including but not limited to: lodging, roads, trails, all manner of transportation including cars, trucks, buses and modified vehicles, boats, aircraft or any other mode of travel; acts of God; acts of warfare; civil unrest; revolt or acts of government; public riots; terrorism; accidents or illness in areas without means of rapid evacuation or availability of medical supplies and facilities; improper medical attention once provided; physical exertion for which I am not prepared; consumption of food or beverage, including alcohol; criminal activity; forces of nature; weather conditions; criminal activity; dangers from wild or other animals, pests or insects; negligence or willful misconduct by third parties. I understand and agree that TWP will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

TWP does not own or operate any entity which provides goods or services for the tour, including but not limited to accommodations, transportation of any kind, operators of excursions or activities, food service or entertainment. By participating in the services provided by these suppliers, I hereby release and hold TWP, its owners, agents and representatives free from and against any and all liability, actions, causes of actions, suits, debts, demands for any injury, costs, property damage, personal loss, death to me or those traveling with me in connection with any actions, activities or services on the tour. I agree that this Agreement shall be legally

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binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns and legal representatives. It is my full intention to assume all risks associated with this trip and release TWP from any and all liability to the maximum extent permitted by law.

I agree that any dispute relating to, concerning or referencing this contract, advertisements to include but not limited to print, website or social media, or the trip itself shall be handled exclusively by binding arbitration. The arbitrator and not any federal, state or local court or agency will have exclusive authority to resolve any dispute relating to this contract, including but not limited to any claim that all or any of this contract is void or voidable.

I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. This agreement is governed by and in accordance with the laws of the state of Georgia. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

A medical proxy allows a tour participant or their legal guardian to grant permission to another party to seek medical care in the event the individual is incapable of making such decisions. I agree during the period of time in which the tour begins, designated by arrival in the tour destination, until the tour ends, designated by departure from the tour destination, TWP has permission to hospitalize and secure emergency treatment in the event the injured party's family or emergency contacts are not available.

I have carefully read and understand the contents of this agreement. I agree to abide by the terms set forth. **I understand this is a legally binding and enforceable contract and sign it of my own free will.** If I am signing on behalf of a minor, I agree to release, and indemnify TWP for any claims of the minor.

Participant Signature _____ Date _____

Print Name of Participant _____

Return signed form by email to: info@twpadventures.com
or by mail to:
TWP Adventure Company, LLC
1061 Joie Drive
Watkinsville, GA 30677

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