

Release of Liability

Assumption of Risks

I, _____, acknowledge that I have voluntarily agreed to participate on a Red Monkey Travel trip. I am voluntarily participating on the trip with knowledge that travel to foreign countries involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, boats or other means of conveyance which are not operated or maintained at standards commonly found in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; the consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Red Monkey Travel, or others. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT BY **PLACING MY INITIALS HERE:** _____.

Release

I understand the cost of all Red Monkey Travel trips has been based upon clients executing this Release of Liability and Assumption of All Risks. Therefore, as legal consideration for being permitted to participate in such trips(s), I hereby RELEASE AND DISCHARGE RED MONKEY TRAVEL AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Red Monkey Travel from any and all liabilities to the maximum extent permitted by law.

I understand all applications are subject to acceptance by Red Monkey Travel. In the unlikely event a legal dispute should arise involving any subject whatsoever, I agree the following conditions will apply: (a) the parties agree first to try in good faith to settle the dispute by mediation in accordance with the International Mediation Rules of the International Centre for Dispute Resolution before resorting to arbitration, litigation, or some other dispute resolution procedure, and (b) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost (not including airfare) of my trip with Red Monkey Travel

Knowing and Voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as the conditions as stated under the heading "Terms and Conditions", especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Signature of

Applicant: _____ Dated: _____

Parent or Guardian of a Minor: I certify that I am the parent or legal guardian of the below named minor and hereby give my permission to participate in the trip. I agree individually and on behalf of my child to the terms above.

Name of

Minor: _____

Signature of

Releaser: _____