



Release of Liability Waiver

To ensure you are informed and aware during your travels abroad, read carefully before signing this release. Upon completion please return it to us via fax at (866) 528-7875, e-mail (scanned copy) or mail to confirm your reservation.

Voluntary Participation, Waiver of Liability, and Assumption of Risk:

I _____ and _____
(Traveler #1) (Traveler #2)

acknowledge that Global Sojourns L.L.C. organizes travel excursions to remote areas of the world and these travels require self-responsibility for each traveler’s personal safety, health and life. I acknowledge that I have voluntarily chosen to participate in the provided and agreed upon itinerary, arranged by Global Sojourns L.L.C..

I am aware and acknowledge that foreign travel has certain risks and dangers. The travel itself, and the participation in travel activities such as wildlife viewing, hiking, trekking, boating, bicycling, visits to cultural and historical sites, snorkeling, beach activities, swimming, diving, sightseeing and all other activities involve risks and dangers, some of which can be foreseen and some of which cannot be foreseen. I am aware of the risks and dangers and accept them. I understand that this Release and Waiver can not include all of the possible risks and dangers that I may experience on a trip in an undeveloped foreign country. I acknowledge that the enjoyment of foreign travels which take me outside of the safety of my home and home country are, in part, the reason for my participation in such travel.

As well, I am aware and acknowledge that travel in undeveloped foreign countries is in remote areas without access to adequate medical facilities or doctors. Inherent risks of illness, including but not limited to malaria, may result from travel in undeveloped foreign countries. I understand that medical evacuation, if available and necessary, is difficult, expensive, and time-consuming. I assume responsibility for payment of any medical evacuation expenses incurred if I become injured or ill. I also assume responsibility for prevention of malaria or other illness particular to the geographic area I will be traveling in.

I understand that undeveloped foreign countries do not have the same level of infrastructure that exists in my home country. As well, I acknowledge that there are great differences in sanitation facilities, hygiene, timeliness, quality requirements, political stability, and business practices in undeveloped foreign countries. I understand that travel in remote areas and in undeveloped foreign countries involves a degree of risk that does not normally exist in my home country. Some, but not all, of the risks and hazards that I may encounter include injuries from wild or domestic animals, road and traffic hazards, crime, operation and maintenance of vehicles, hazards on property or in buildings, water hazards, fire hazards, and other hazards.

Neither Global Sojourns L.L.C., nor its agents, shall be responsible for circumstances arising as a result of Acts of God, weather, detention, wildlife behaviors, annoyance, delays and expenses arising from quarantine, strikes, theft, pilferage, crimes against persons, military, political or terrorist action, civil disturbances, government restrictions, failure of any means or conveyance to arrive or depart as scheduled, or discrepancies or changes in transit over which there is no control.

I expressly acknowledge and agree that foreign travel, including the Global Sojourns L.L.C. trip in which I am participating, can be dangerous and involve serious and unpredictable risks of bodily injury, property damage, and possibly death and that I intend the foregoing waiver and release of Global Sojourns L.L.C. to be as broad and inclusive as permitted by law. I also acknowledge that I am not relying on any oral or written representation of Global Sojourns L.L.C regarding safety, and that I am entering this agreement of my own free will.

I agree to take full responsibility for my own welfare and the welfare of my minor dependents traveling with me.

I hereby state that I have my own health insurance for traveling abroad, that I am in good physical condition, and that I

have been advised by Global Sojourns L.L.C. to seek the advice of my doctor concerning vaccinations, medication and the medical and health risks associated with this particular adventure.

I acknowledge that Global Sojourns L.L.C. strongly advises that I take out trip cancellation/interruption insurance and that it is my responsibility to obtain the insurance.

I acknowledge that I alone am responsible for obtaining any passports, visa, health certificates, travel insurance or other travel documentations that are required or recommended for my travels. My passport will be valid for the appropriate amount of time and have the appropriate amount of blank pages required by the countries I am visiting.

Each traveler agrees not to hold Global Sojourns L.L.C., its owners, employees, agents, or representatives liable, for any loss or injury, expense, or damage which results directly or indirectly from any act or omission by Global Sojourns L.L.C., or any person or firm which provides goods or services in connection with a Global Sojourns L.L.C. trip.

Moreover, each traveler agrees to assume all risks pertaining to travel, agrees not to sue Global Sojourns L.L.C. and agrees to hold Global Sojourns L.L.C. harmless, regarding any personal injury or property damage arising out of travels with Global Sojourns L.L.C.. This waiver and release of liability includes any and all claims for personal injury or property damage whether arising in tort, negligence, contract, equitable claims or any other legal claim under statute or common law. Neither, Global Sojourns L.L.C., nor its agents, shall be responsible for circumstances arising as a result of Acts of God, weather, detention, wildlife behaviors, annoyance, delays and expenses arising from quarantine, strikes, theft, pilferage, military, political or terrorist action, civil disturbances, government restrictions, failure of any means or conveyance to arrive on time or at all.

The entire terms of this waiver, release, and agreement applies not only to Global Sojourns L.L.C. but also to its owners, employees, agents, or representatives

If any part or portion of this release should be declared unenforceable by operation of law, then it is agreed that those portions which remain enforceable under law shall remain in full force and effect.

It is further agreed that any controversy or claim arising out of participation in a Global Sojourns L.L.C. trip and/or this Release, which cannot be resolved amicably, will be brought within the applicable statutes of limitation of the State of Virginia. The travelers further consent to the jurisdiction of the state or federal courts of Virginia as well as application of the laws of Virginia to any claim or controversy.

Voluntary Execution:

My signature below certifies that I have carefully read and thoroughly understand the contents of this *Release of Liability, Waiver of Liability and Waiver of right to sue*, as well as the content of the *Global Sojourns' Terms and Conditions* and other advisories, particularly those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to Global Sojourns L.L.C., the depositor, his or her family and heirs agree to be bound by the above *Release of Liability and Terms and Conditions*.

I understand this is a legally binding and enforceable contract and I sign it of my own free will. The consideration for this legally binding and enforceable contract is the travel, travel arrangements, and itinerary provided to me by Global Sojourns L.L.C..

By signing below I acknowledge that I fully understand the terms and language of this agreement and contract.

(SIGNATURE, Traveler #1)

(SIGNATURE, Traveler #2)

Date

Parent Signature #1 for Minor:

Parent Signature #2 for Minor:

Date

Both parents or guardians must sign for children under 18 years of age. By signing this document for minors, the parents or guardians not only agree to release and waive liability for any injuries to the minor, but the parents also agree to indemnify and reimburse Global Sojourns L.L.C for any liability or damages incurred by Global Sojourns L.L.C should the release and waiver on behalf of the child be held unenforceable or invalid by operation of law.