

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of the services (“tour”) provided by Reefs to Rockies’ LLC (“Reefs to Rockies”, “we”, or “us”), I, an adult traveller or parent or legal guardian of a traveler who is a minor (under 18 years of age; the “Child” or “Minor”), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf or, if applicable, on behalf of the Child.

Responsibility: Reefs to Rockies, LLC, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "Reefs to Rockies,") acts only as an intermediary for the various independent suppliers that provide accommodations, meals, transportation, sightseeing, activities and other goods and services connected with my tour (“supplier” or “suppliers”). I understand and agree that Reefs to Rockies assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier or other third party, or their financial insolvency, bankruptcy, or dissolution. A supplier’s services are subject to the supplier’s own terms and conditions, as well as the local laws and regulations of the relevant country.

COVID-19: I understand that the World Health Organization has declared the novel coronavirus, also known as COVID-19 (“the novel coronavirus”) a pandemic. I understand that the novel coronavirus is believed to be spread by person-to-person contact, which includes touching a surface that has been contaminated by an infected person. I also understand that someone, e.g., another participant, a tour leader or guide, or other third party could have the novel coronavirus but not show symptoms. As a result, governments and health agencies at all levels of government (e.g., federal, state and local) recommend social distancing and have, in many locations, prohibited the congregation of groups of people. I understand that Reefs to Rockies has taken steps to reduce the spread of the novel coronavirus but cannot guarantee that I or any minor in my custody or care will not become infected with the novel coronavirus. Further, I understand that participating in activities offered by Reefs to Rockies or using any of its equipment or property may expose or infect me or any minor in my custody or care. I understand that the risks relating to the novel coronavirus, including contracting the virus, are inherent in my trip, and I assume those risks.

Assumption of Risk: I acknowledge that I have voluntarily applied to participate in the tour on which I am booked (or a tour to which I may subsequently transfer), which will involve outdoor and adventure activities (collectively, “Adventure Activities”) and traveling in foreign countries (if indicated in the tour itinerary) and/or remote areas. I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance which are not maintained or operated to standards common in the United States; dangers and risks inherent in Adventure Activities; negligence in any manner on the part of Reefs to Rockies; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God; forces of nature; explosion, flood, hurricane, tempest, tidal wave, earthquake, landslide, forceful wind, fire or accident; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; transportation failures; equipment failures or deficiencies; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; sanitation deficiencies; illness; disease or virus, both known and unknown such as coronavirus (including but not limited to the community spread thereof); epidemic; pandemic; quarantine; border closures; government travel restrictions or warnings; regulations or orders, acts or non-acts of any governmental entity or official; diplomatic or health organization (e.g., World Health Organization) warnings; foodborne, airborne, and communicable illnesses and disease; bites or stings from insects or pests; unexpected events; terrorist activities, social or labor unrest or strike; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; negligence or intentional actions by other participants including traveling while sick with or without symptoms or any actions, or omissions or conditions outside of Reefs to Rockies’ control not mentioned in this agreement. I understand that Reefs to Rockies will have no liability regarding the adequacy of any evacuation plan, medical care, transportation, equipment or supplies that may be provided.

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 or security conditions at those destinations. For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, <http://travel.state.gov/>. For medical information, contact the U.S. Centers for Disease Control (CDC), <http://wwwnc.cdc.gov/travel/>, or the responsible government agency in your country.

Release Of Liability: As lawful consideration of, and as part of payment for, the right to participate in the tour, and as part of the payment for services arranged for me by Reefs to Rockies, **I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ALL MINORS TRAVELING WITH ME AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.**

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Reefs to Rockies, **I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER** Reefs to Rockies, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by Reefs to Rockies.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release Reefs to Rockies from any and all liability to the maximum extent permitted by law.

Indemnification: I further agree to “indemnify” (meaning to defend and to pay or reimburse) Reefs to Rockies against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the tour or my participation in the Adventure Activities.

Binding Arbitration: I agree that any dispute concerning, relating, or referring to this agreement, Reefs to Rockies’ tour brochures or any other materials that concern my tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour [“Dispute”], shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Denver, Colorado, USA, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Colorado law. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

Class Action Waiver and No Punitive Damages: You are **waiving your right** to serve as a representative, litigant, or in any other representative capacity, and/or to participate as a **member of a class of claimants**, in any lawsuit/arbitration filed against us. In no event shall we be liable for or pay punitive damages.

Knowing and Voluntary Execution: **I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions.** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that in calculating the cost of the tour, Reefs to Rockies has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, Reefs to Rockies would not be able to offer these services.

I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement. I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

Signature (18 years of age or older)

Date

Print Name

***Minors under 18 years of Age** – A Parent or Legal Guardian Must Sign This Agreement on the Minor’s Behalf. The Parent or Guardian Must Submit Their Own Signed Agreement Separately if Also Participating in the Tour.*

I am the parent or legal guardian of the minor. I understand the legal consequences of signing this Agreement, including a) releasing Reefs to Rockies from all liability on my and the minor’s behalf, b) promising not to sue on my and the minor’s behalf, c) assuming all risks of the minor’s participation in the tour, and d) indemnifying Reefs to Rockies. I understand that I am responsible for the obligations and the acts of the identified minor as described in this document. I agree to be bound by the terms of this document.

I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant’s Parent/Guardian (18 years of age or older)

Date

Print Name of Participant’s Parent/Guardian

Print Name of Minor