

## **RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

**Baja Cleanse – Baja California Sur, Mexico**

**Trip leader: Tanya Benyo**

<http://bajacleanse.com>

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**

### **ASSUMPTION OF RISKS**

I \_\_\_\_\_, acknowledge that I have voluntarily applied to participate on the trip designated on this application. I am voluntarily participating on the tour or expedition with knowledge that travel to foreign countries and/or the remote areas visited by this trip involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; the lack of adequacy of medical attention once provided, and negligence on the part of **Baja Cleanse, Tanya Benyo**, their affiliated organizations and their employees, teachers, volunteers or other agencies. I acknowledge that the enjoyment and excitement of foreign travel/adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

**I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

### **RELEASE**

AS LAWFUL CONSIDERATION for being permitted by **Baja Cleanse, Tanya Benyo**, to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue **Baja Cleanse, Tanya Benyo**, or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the tour or expedition.

I therefore release and discharge **Baja Cleanse, Tanya Benyo**, and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in the tour or expedition even though that liability may arise out of negligence or carelessness on the part of **Baja Cleanse, Tanya Benyo**, or their affiliate agents, employees, teachers or volunteers.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall **Baja Cleanse, Tanya Benyo**, be liable to any tour participant for more than the land cost of the trip applied for on this

document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under "Cancellation and Refunds" as stated in the Terms and Conditions for this trip. All applications are subject to acceptance by **Baja Cleanse, Tanya Benyo**. Upon acceptance of my application, this agreement shall be deemed to have been entered into at California and shall be construed according to the laws of the State of California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be California, USA.

**I HEREBY ACCEPT THE ABOVE THREE PARAGRAPHS AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

**TRAVEL INSURANCE**

We recommend Trip Cancellation insurance or Trip Interruption insurance for this trip. Travel insurance is designed to reimburse you for non-refundable expenses in case of a trip cancellation as well as for other provisions such as: missed flight connections, medical expenses/emergency assistance coverage (if something happens to you personally), baggage & personal effects coverage (if they are lost or stolen), baggage delay (if your bags do not arrive with your flight and you have to buy clothing, and personal items) which could possibly be very costly. Please note that insurance policies vary tremendously and have various critical exclusions. We recommend you choose carefully based on your personal situation.

**I HEREBY ACCEPT ANY AND ALL RISKS ASSOCIATED WITH MY REFUSAL TO PURCHASE THE INSURANCE SUGGESTED IN THE ABOVE PARAGRAPH BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and **Baja Cleanse, Tanya Benyo** and I sign it of my own free will.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_**

**SIGNATURE \_\_\_\_\_**

**PRINT NAME AS SIGNED \_\_\_\_\_**