

BIRDING, RESEARCH AND NATURE TOURS LIABILITY WAIVER

7522 Edith Blvd, NE; Albuquerque, NM 87113; 505-259-0581

PLEASE PRINT CLEARLY. YOUR SIGNATURE IS REQUIRED TO PARTICIPATE ON OUR TOURS

ASSUMPTION OF RISK, WAIVER AND LIABILITY RELEASE AGREEMENT

RELEASE AND INDEMNITY AGREEMENT

I _____ acknowledge that I have voluntarily registered for the _____ tour; scheduled for (dates) _____.

I understand that I may travel to remote countries and areas that are risky and possibly far from medical care. By signing this agreement I am acknowledging personal responsibility for the risks associated with this tour including, but not limited to, forces of nature, civil unrest, terrorism, war, accidents and use of local transportation (land vehicles, boats, aircraft) that may be operated or maintained at less than North American standards. I also assume the risks associated with personal illness, physical exertion, altitude, disease and alcohol consumption, knowing that access to timely evacuation and/or suitable medical care may not be available.

I am agreeing to take full responsibility for my own actions, safety and welfare at all times while on this tour. I agree as a member of this tour group that I will conduct myself in a manner that will not endanger the group or myself. I understand that I may be removed from this trip, at my own expense, prior to or during the trip if I am unable to fulfill this agreement or cannot complete this tour for health reasons.

Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES HIGH DESERT BIRDING ADVENTURES, LLC, a New Mexico Company, DOING BUSINESS AS BIRING RESEARCH AND NATURE TOURS (BRANT), its agents, servants, employees, shareholders, officers, directors, attorneys, contractors and subcontractors, past, present, and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interest ("Related Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known and unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that participants participating in the tour(s) (collectively, "Claims"). **IT IS MY INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.**

I have received and read a copy of the Deposit and Cancellation Policies, as contained within the trip materials for the tour, by reference for all purposes, and I understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems described on the registration, I am in good physical health and able to tolerate the physical demands of the tour.

Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death; shall first be submitted by Registrant and the Released Parties to non-binding mediation in Bernalillo County, New Mexico. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Albuquerque, Bernalillo County, New Mexico, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the State of New Mexico. No waiver of this agreement to arbitrate shall be enforceable on the parties, and judgment thereon may be entered by a court in Bernalillo County, New Mexico having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Bernalillo County, New Mexico. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Released and Indemnity as contained in this Release and Indemnity Agreement.

I have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter thereof. Its terms shall be binding on me and on my heirs, legal representatives and assigns. If any provision of the Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from the Release and Indemnity Agreement, and shall not affect the remaining provisions of the Release and Indemnity Agreement. The terms of the Release and Indemnity Agreement are contractual and not mere recitals. **THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW MEXICO. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN THE REGISTRANT AND HIGH DESERT BIRDING ADVENTURES, LLC., DOING BUSINESS AS**

BIRDING, RESEARCH AND NATURE TOURS (BRANT), AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY HIGH DESERT BIRDING ADVENTURES, LLC, DOING BUSINESS AS BIRDING, RESEARCH AND NATURE TOURS (BRANT), SHALL BE IN BERNALILLO COUNTY, NEW MEXICO.

I have read the foregoing Release and Indemnity Agreement, understand the Released and Indemnity Agreement, and agree to be bound by the Released and Indemnity Agreement.

Signature: _____

Print Name: _____

Date: _____

mm/dd/year