Journey Beyond Travel LLC / Green Journey, SARL

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND AGREEMENT TO TERMS AND CONDITIONS

THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

In consideration for your acceptance as a participant in the tour arranged for you by Journey Beyond Travel LLC / Green Journey, SARL (collectively referred to as "Journey Beyond Travel," "operator," "we," or "us"), and the services to be provided to you by Journey Beyond Travel, you acknowledge and agree as follows:

Travel Insurance, Terms & Conditions, and Emergencies: Journey Beyond Travel highly recommends that you obtain travel insurance that covers medical emergencies, evacuation, repatriation, along with trip cancellation and interruption. You acknowledge and agree to our Terms and Conditions, which include the cancellation policy stating that deposits are nonrefundable and that if a trip is cancelled 31-60 days before the in-country start date, 50% of the final payment will be refunded less any outstanding fees, and that 30 days or less before the in-country start date, no refunds will be given. In the unlikely event of an emergency and you are unable to give consent or make your own arrangements because of injuries, you authorize Journey Beyond Travel to provide to you, or to make arrangements for, emergency medical services, emergency medical assistance, and related transportation, although it is not required to provide or make these arrangements. You agree to pay the costs for any such assistance, services and related transportation and will not ask Journey Beyond Travel to compensate you for these costs.

Responsibility: As an inbound tour company, Journey Beyond Travel organizes, promotes, and sells tour programs consisting of travel services, including but not limited to transportation, activities, excursions, and accommodations, all of which is arranged on your behalf. We work with a number of independent suppliers to provide travel services, including but not limited hotels, guides, and transportation providers. We have exercised reasonable care in selecting these suppliers, but you agree that we are not responsible for their acts or inactions.

Assumption of Risk: You acknowledge and agree that you have voluntarily applied to participate in the tour on which you are booked, which may involve outdoor, adventure, and cultural activities and traveling in remote areas depending on your itinerary and the activities in which you elect to participate. You understand agree that you understand the numerous risks and dangers involved, which include but are not limited to: accommodations, roads, trails, vehicles, boats or aircraft, or other means of conveyance which may not be maintained or operated to standards common in other Western countries; dangers and risks inherent in the outdoor, adventure, and cultural activities; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God and force majeure; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; civil disturbances, social or labor unrest, terrorist activities, and war; physical exertion for which you are not prepared; environmental conditions; transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by plane, train, bike, boat, horseback or other animal, by foot, or by any other conveyance; equipment failures or deficiencies; wild animals and marine life; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; the adequacy of medical attention; consumption of alcoholic beverages; medical or dietary restrictions; mechanical or construction failures or difficulties; diseases, pandemics, epidemics or the threat thereof; passport or visa issues; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Journey Beyond Travel's control. You expressly agree to be responsible for your own welfare and fully assume all of the above risks, as well as all other risks set forth in this Agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.

Waiver of Liability, Release, Indemnification, and Covenant Not to Sue: To the fullest extent permitted by law, you on behalf of yourself, your heirs, legal and personal representatives, next of kin, including your spouse, successors and assigns (collectively, "Releasors") expressly RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE Journey Beyond Travel, its owners, officers, employees, managers, shareholders, affiliated entities, agents, representatives, officers, directors, volunteers, guides, successors and assigns (collectively, "Releasees"), for any and all liability including but not limited negligence actions, claims, debts and demands of s of every kind whatsoever which you now have or may later have against Releasees arising out of or relating to my participation in the trip and travel services arranged through or provided by Journey Beyond Travel, whether arising from Releasees' negligence or otherwise.

Choice of Legal Forum, Applicable Law, and Severability:

In the unlikely event of any controversy or claim or interpretation thereof, you agree the following conditions will apply: 1) all disputes and matters arising out of, in connection with, relating to this Agreement and/or the transactions and relationships among the parties contemplated by this Agreement shall be filed and resolved exclusively by binding arbitration in the state of Delaware, United States, under the American Arbitration Association Rules as modified by the terms of this Agreement; 2) any arbitration proceeding in the United States will be governed by Delaware substantive law. You also agree that this Agreement is intended to be as broad and inclusive as permitted under applicable law. You agree that if any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

BY SIGNING: By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND AGREEMENT TO TERMS AND CONDITIONS, I certify that I have read this Agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntary agree to be bound by its terms. My signature applies to all pages of this Agreement. I further certify that I have read and agree to the Terms and Conditions of booking and traveling using the services of Journey Beyond Travel, which are available on its website.

Minors under 18 years of Age – A parent or legal guardian must sign this Agreement on behalf of the Minor. By signing, the parent or guardian agrees: I hereby agree that the Minor and I will be bound by all terms of this Agreement. By signing this Agreement, I also represent that I am signing as the parent or legal guardian of the Minor and am at least 18 years of age.

Traveler Information:

Full Name of Traveler _____

Full Name of Parent/Guardian (if applicable) _____

Traveler (or Parent/Guardian) Signature _____ Date _____

Passport & Traveler Details:

Date of Birth _____ Place of Birth _____

Nationality _____ Occupation _____

Passport # _____ Place of Issue _____ Issue Date _____

Home Address (Street, City, Province/State, Country): _____

Travel Insurance Details:

Insurance Company _____ Emergency Phone Number(s) _____

Policy Number _____

Emergency Contact Details:

Emergency Contact Name _____ Phone Number(s) _____

Emergency Contact Email _____