

# Agreement and Release From Liability

**This agreement is important. It includes terms and conditions and releases Island Experiences from liability. All participants must sign it.**

“Island Experiences” is defined to include its owners, agents, directors, officers, employees, representatives and affiliates, (collectively “Island Experiences”). In many cases, suppliers of tour services are independent contractors to Island Experiences, not its employees. For example, we use independent ground operators, tour guides, hotels, transportation companies, drivers and other suppliers. Because we do not own, operate, manage, control, or supervise these entities, we cannot be liable for any acts or omissions, including any negligence, gross negligence, or reckless or willful acts, on their part. Island Experiences, its owners, agents, directors, shareholders, and employees assume no responsibility for any injury, loss, damage, delay, or death to person or property arising from the negligent or willful act or failure to act of any person who is to or does provide goods or services for this trip or for the action or inaction of any other third party. Without limitation, Island Experiences, is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, natural catastrophes or Acts of God, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well being of the passengers. The right is reserved to substitute hotels, alter the itinerary, and reverse the order of activities. You will be informed of any necessary changes in a timely fashion.

## Assumption of Risk:

I am aware that adventure travel such as that I am undertaking involves hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, the possible negligence of Island Experiences, or of other persons and companies known or unknown, or of willful or criminal conduct of third parties. In order to partake of the enjoyment and excitement of this adventure travel trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Island Experiences or of any third parties.

**Severability Clause:**

The undersigned hereby understands that this is a severable agreement, and any and all portions thereof are fully enforceable; accordingly, invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

**Knowing and Voluntary Execution:**

I have carefully read this Agreement and the booking information and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Island Experiences and/or its affiliated organizations and sign it of my own free will.

**Please Sign**

\_\_\_\_\_  
Signature of Releaser

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address