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Birding Tours Worldwide

**ASSUMPTION OF RISK AGREEMENT**

I, \_\_\_\_\_, acknowledge I have voluntarily registered for the \_\_\_\_\_ tour, scheduled to take place (dates) \_\_\_\_\_. As outlined in the Terms & Conditions, I understand I may travel to remote countries and remote areas that are inherently risky and perhaps far from medical care. I am prepared to, and by signing below agree to, assume the risks associated with this tour including (but not limited to): forces of nature, terrorism, civil unrest, war, accidents, and local transportation including land vehicles, boats, and aircraft not operated or maintained to North American standards. I assume the risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical care may not be available. By signing this Agreement, I agree to take full responsibility, at all times, for my own actions, safety and welfare. I understand I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I falsely represent myself as fit for this trip, I may be removed prior to or during the trip at my own expense.

I, \_\_\_\_\_, agree the venue for resolving any controversy or claim arising out of or relating to this Agreement or the performance of it, including, without limitation, any claim relating to bodily injury, property damage or death, shall be Tucson, Arizona (Pima County), U.S.A. I agree any such controversy or claim will be governed by Arizona law. I agree to make a good faith effort to mediate any such controversy or claim (in the same venue) prior to initiating any litigation. I recognize that mediation is a necessary prerequisite to a lawsuit. The parties to the mediation will split the cost of the mediator. If they cannot efficiently agree upon the identity of the mediator, each will select a person skilled in mediation, at each party's own expense, and those two individuals will select a neutral third party, who will act as the sole mediator. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the parties arising out of or in any way related to this agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this agreement.

I recognize and agree that in the event of litigation arising out of or relating to this Agreement or my performance thereunder, the prevailing party will be entitled to recover its reasonably expended attorney's fees and all other related expenses.

U.S National Parks addendum: Nothing in this Assumption of Risks Agreement shall be interpreted as the participant releasing WINGS from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by WINGS negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to WINGS judgments and decisions, or WINGS failure to take reasonable precautions to ensure it provides defect-free equipment.

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*Signature of Registrant*

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*Date*