

FRESCO TOURS VIAJES SLU

Assumption of Risk, Release of Liability and Waiver of Claims



READ CAREFULLY BEFORE SIGNING - COMPLETE FOR EACH PERSON IN YOUR GROUP.

FRESCO TOURS VIAJES SLU (HEREINAFTER REFERRED TO AS "FRESCO TOURS") IS COMMITTED TO OFFERING SAFE, QUALITY, CULTURAL ADVENTURE TOURS. WE STRIVE TO OFFER PROGRAMS WITH MINIMAL RISK; HOWEVER, OUTDOOR ACTIVITIES AND WILDERNESS ENVIRONMENTS HAVE INHERENT RISKS.

WARNING: By signing this you give up your right to sue.

I, _____(printed name) being of sound mind and the age of majority, hereby acknowledge and agree that in consideration of being permitted to participate in activities, programs, guided trips, and technical courses (hereinafter referred to as the "Activity") organized by Fresco Tours, I agree to this Release of all claims, Waiver of Liability and Assumption of Risk. (Herein collectively called the "Release") as follows:

1. I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY Fresco Tours, its directors, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors (herein collectively called the "Agents") from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wheresoever and howsoever caused arising out of, or in connection with my taking part in the Activity or while traveling to and from the activity notwithstanding that the same may have been contributed to or occasioned by any act including, without limitation, negligence of Fresco Tours and/or any one or more of its Agents.

2. I am aware that the activity may include without limitation the following:

- a) walking, hiking, bicycling, kayaking, rafting, skiing, rock climbing, mountaineering, wilderness travel;

I am also aware of the dangers and risks inherent in participating in the Activity and that they include without limitation the following:

- b) walking along roads, paths and open terrain, slipping and falling objects, cliffs, variable and difficult weather conditions, hypothermia, avalanches, the negligence of self and/or other Activity participants, and suffering any type of accident including illness in remote areas without easy access to medical facilities;
- c) human error;
- d) inexperience of myself and the inexperience of other participants
- e) the dangers of wildlife causing direct damage to me but also resulting in erratic behavior by myself and other participants;

3. I also understand, acknowledge and agree:

- a) that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically and emotionally fit and fully able to participate in this Activity.
- b) that at any time Fresco Tours reserves the right to accept or decline continued participation to any persons, including myself, if in the judgment of the tour leader / guide said person's behavior is causing unreasonable disturbance or hazard to themselves, any other participants, or to Fresco Tours.

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I acknowledge and accept all of the inherent risks associated with my participating in this Activity and the possibility of personal injury, death, property damage or loss resulting from them and agree to assume all the risks and waive notice of all conditions, danger or otherwise, in or about the Activity and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary. Further, I acknowledge and agree that because of the remoteness of some of the areas where the Activity will take place in which I am participating, that first aid and medical treatment may be given to me by the leader or instructor or medical personnel then in attendance in the event of an accident, injury or any illness during the Activity.

I understand that during the Activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Fresco Tours.

I have carefully read this RELEASE and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by Fresco Tours including those in any brochure, or advertising issued by Fresco Tours to induce me undertake this Activity.

I have carefully read this RELEASE and fully understand its contents and further agree that this RELEASE shall bind my heirs, next of kin, executors, administrators and assigns. I am aware that I am releasing certain legal rights that I otherwise may have, and sign it of my own free will.

This contract shall be governed by Spanish law and all matters arising there from are subject to the exclusive jurisdiction of the Spanish Courts.

Thank you for your reservation with Fresco Tours! We look forward to traveling with you. Please sign below and mail or fax your completed form to:

Fresco Tours Viajes SLU

Calle Colón de
Larreategui, 26 -7ºC
48009 Bilbao, Vizcaya
Spain
Fax: +34 917 913 305

_____	_____	_____	_____
Print Participant's Name	Age	Signature	Date

If participant is under 18 years of age, a parent or guardian must sign.

_____	_____	_____	_____
Print Participant's Name	Age	Parent or Guardian's Signature	Date