



# ASSUMPTION OF RISKS and RELEASE OF LIABILITY

This form must be signed by each participant over the age of 18 (parents or legal guardians must sign for children age 18 and younger).  
Please print this form and mail or fax it to Southwind.

**Payment of your deposit represents an understanding of and acceptance of the Terms & Conditions outlined on Southwind's Website ([www.southwindadventures.com](http://www.southwindadventures.com)), in the below Release of Liability, and those described on each detailed itinerary. They define SOUTHWIND'S RESPONSIBILITY with respect to all of our programs. PLEASE READ THEM CAREFULLY.**

## Assumption of Risks

I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate on the tour as designated on the Southwind Adventures (SWA) Trip Reservation Form, and that I have read the description of the trip as it appears on this website or in SWA's printed materials. I am aware that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; civil unrest; terrorism; war; the hazards of traveling through mountainous terrain, at high altitudes, or to undeveloped areas; travel by canoe, boat, bicycle, train, plane, automobile, horseback, or by other means of conveyance, or by foot; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention if provided; physical exertion to which I am unaccustomed or for which I am not prepared; consumption of alcoholic beverages; or additional factors known or unknown.

**Initials Here:** \_\_\_\_\_

## Release of Liability

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH. As lawful consideration for being permitted to participate on such trip(s), I HEREBY RELEASE AND DISCHARGE SOUTHWIND ADVENTURES, INC. AND ITS EMPLOYEES OR ASSOCIATES FROM ALL ACTIONS, CLAIMS, OR DEMANDS FOR DAMAGES RESULTING FROM MY PARTICIPATION IN THE TRIP(S).

I verify this statement by placing my **initials here:** \_\_\_\_\_

I agree that the foregoing obligation shall be binding upon me personally, as well as upon all members of my family including any minors under the age of 21 accompanying me, my heirs, executors, administrators, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release SWA from liability to the maximum extent of the law. I understand that all reservations are subject to acceptance by SWA and upon acceptance shall be deemed to have been entered into and to be performed in Arapahoe County, Colorado. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: a) the dispute shall be settled by binding arbitration through the American Arbitration Association at Denver, Colorado; b) the dispute will be governed by Colorado law; and c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with SWA.

I agree to the use of photographic or film images taken of me and/or my family members on any SWA trip for use by SWA for promotional and/or commercial purposes. I further acknowledge that payment to SWA represents an acceptance of these conditions and those in SWA's Terms & Conditions, in which I have noted SWA's cancellation & refund policies, and agree to all stated conditions set forth there within. I am aware that this is a release of liability and a contract between myself and Southwind Adventures, Inc. and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have read carefully this agreement and fully understand its contents.

Trip Name(s) & Dates \_\_\_\_\_

Each participant must sign their name.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Children's Name(s): (If applicable:) \_\_\_\_\_  
(Both Parents or Legal Guardians must sign for participants under the age of 18)