



SACRED EARTH JOURNEYS

SACRED EARTH JOURNEYS LTD.

RELEASE, WAIVER AND ACKNOWLEDGMENT

Name of Participant: _____ Birth Date: _____

Address of Participant: _____

Phone Number: _____ Email Address: _____

Trip Name: _____ Trip Dates: _____

In return for Sacred Earth Journeys Ltd. (“Sacred Earth Journeys”) giving you the opportunity to participate in a Sacred Earth Journeys trip, you agree to the following:

YOUR RESPONSIBILITY

You acknowledge that you will be visiting places where the political, cultural and geographical attributes may present certain risks, dangers and physical challenges greater than those present in your daily life.

By booking travel with Sacred Earth Journeys, you acknowledge you have considered the potential risks, dangers and challenges, and you expressly assume the risks attendant to such travel conditions.

You are solely responsible for acquainting yourself with customs, weather conditions, physical challenges, and laws in effect at the trip destination.

Initials: _____

SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services, restaurants, excursions or other elements of a Sacred Earth Journeys trip will be arranged by Sacred Earth Journeys with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Sacred Earth Journeys will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Sacred Earth Journeys will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Sacred Earth Journeys nor any carrier is liable for independent contractors. Local suppliers may also require Sacred Earth Journeys clients to sign their waiver directly to participate on activities in the trip itinerary.

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SAFETY & TRIP ENJOYMENT

Sacred Earth Journeys organizes trips in areas where the environment can sometimes lead to unpredictable conditions. To avoid possibly dangerous situations, it is extremely important that you obey



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any rules and regulations imposed by the Sacred Earth Journeys' trip leaders and/or local guides and instructions given by them.

Sacred Earth Journeys reserves the right to prohibit you from continuing on a trip with no right of refund if, in our opinion, your actions pose a threat to the safety of yourself or others, or if your actions or behaviour are seriously jeopardizing the enjoyment of the trip for others. The decision of the Sacred Earth Journeys trip leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip.

You must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and Sacred Earth Journeys will not accept responsibility or liability for anyone who contravenes any laws or other regulations of any country visited.

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ACCEPTANCE OF RISK

By booking a trip, you acknowledge that the travel and the products and services offered by Sacred Earth Journeys may involve a risk to your health and safety. By travelling with Sacred Earth Journeys you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and release Sacred Earth Journeys from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including visiting foreign destinations, and participating in activities such as those included in trip itineraries or otherwise offered by Sacred Earth Journeys.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, or travel to countries with developing infrastructure. Standards of hygiene, medical care, accommodation, and transport in certain countries where trips take place are often lower than the standards you may reasonably expect in your home country or region.

You agree that Sacred Earth Journeys is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges, or laws in effect in any locations where a trip, product or service is operated. You acknowledge you have considered the potential risks, dangers, and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on a Sacred Earth Journeys or, if in the opinion of Sacred Earth Journeys (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, Sacred Earth Journeys may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Sacred Earth Journeys' part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement, and cleaning fees) incurred by Sacred Earth Journeys or Sacred Earth Journeys' suppliers for property damage, destruction, or theft caused by you while on a trip. You agree to immediately report any pre-existing damage to a representative of Sacred Earth Journeys and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.



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You agree to take all prudent measures in relation to your own safety while on a trip including, but not limited to, the proper use of safety devices (including seat belts and flotation devices) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Sacred Earth Journeys nor its third party suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

Knowing the risks, dangers, and hazards described above, and in consideration of being given the opportunity to participate on the trip, you freely accept and fully assume, for yourself and anyone claiming on your behalf, all the risks, dangers, hazards of the trip, and the possibility of personal injury (including mental distress or trauma), illness (including exposure to diseases, epidemics or pandemics), death, property damage, quarantine or other loss. You willingly accept these risk and agree to the terms of this Release, Waiver and Acknowledgment, even if Sacred Earth Journeys or any of its shareholders, directors, officers, employees, servants, guides, agents, contractors, suppliers or representatives are found in law to be negligent or in breach of a duty of care or any other obligation to you in their conduct of the trip. You understand that neither Sacred Earth Journeys nor any of its shareholders, directors, officers, employees, servants, guides, agents, contractors, suppliers or representatives are responsible for any personal injury (including mental distress or trauma), death, property damage or other loss that you, or anyone claiming on your behalf may sustain which are in any way related to the trip.

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RELEASE AND WAIVER

You waive any and all claims that you have or may in the future have against, and release from all liability and agree not to sue, Sacred Earth Journeys for any personal injury (including mental distress or trauma), illness (including exposure to diseases, epidemics or pandemics), death, property damage, quarantine or other loss that you may sustain during or as a result of the trip due to any cause whatsoever on the part of Sacred Earth Journeys or others, including: negligence – including the failure to use such care as a reasonably prudent and careful person would do in the circumstances and failure to meet reasonable standards of care; breach of any other duty imposed by law; breach of contract; and mistakes or errors in judgment of any kind.

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INDEMNIFICATION

You, (for yourself and anyone acting on your behalf) hold harmless and indemnify Sacred Earth Journeys from: any and all liability for any personal injury (including mental distress or trauma), illness (including exposure to diseases, epidemics or pandemics), death, property damage, quarantine or other loss sustained by you or any third party resulting from your participation in the trip; and any and all claims, demands, actions and costs which might arise out of your participating in the trip and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence, breach of contract, breach of duty or mistake of Sacred Earth Journeys.

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GENERAL

You acknowledge that in accepting this Release, Waiver and Acknowledgment, you are not relying on any oral, written or visual statements of any kind, including promotional statement made by Sacred Earth



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Journeys in its website or brochures to induce you to go on the trip. You confirm that you are of the full age of eighteen years, that you have had sufficient time to read and understand what you are agreeing to in this Release, Waiver and Acknowledgment, and that it will be binding upon anyone claiming on your behalf, including your heirs, next of kin, executors, administrators and successors. You further understand that by accepting this Release, Waiver and Acknowledgment, you are giving up substantial rights, including the right to sue. You agree that this Release, Waiver and Acknowledgment and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia, Canada, you hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada and agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement will be instituted in the Province of British Columbia, Canada and nowhere else.

Initials: _____

I have read and agree to the Release, Waiver and Acknowledgment outlined above.

Signed this ____ day of _____, 20____

Signature of Participant

Printed Name of Participant

PLEASE INITIAL AND SIGN THIS FORM WHERE INDICATED AND RETURN TO:

By mail: Sacred Earth Journeys, 7348 Ridge Drive, Burnaby, B.C. V5A 1B5 Canada

By scan/email or photo/email: info@sacredearthjourneys.ca