

RELEASE OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF RISK & ARBITRATION

THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

Travelling tripod photography arranges group tours, adventure travel, photography tours/trips, safaris and expeditions in India and abroad. I desire to participate in a group tour, adventure travel, photography tour/trip, safari or an expedition arranged by Travelling tripod photography. In consideration of Travelling tripod photography's agreement to allow me to participate, I agree as follows:

I understand that I am required to read carefully and sign this Release of Liability, Indemnification & Assumption of Risk Form (the "Release") before Travelling tripod photography can accept a deposit confirming my reservation. I understand that Travelling tripod photography must assist or advise me with pertinent information regarding passports, visas, and domestic/international health requirements, but I agree that it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other required documentation are obtained, current, and in order. Travelling tripod photography recommends that at my own will, I obtain, at my cost, any type of travel or medical insurance as may deem necessary for my travel.

AWARENESS OF RISK: I am aware that group tours, adventure travel, photography tours/trips, safaris and expeditions, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence, wild animals, forces of nature, civil unrest, terrorism and other causes known or unknown in remote areas without means of rapid evacuation. I also am aware that photography tours/trips, safaris and expeditions may be just as inherently dangerous, and may involve the same risks as safaris, trips and expeditions, even in wildlife preserves and parks. I recognize that such risks may be present at any time before, during, and after the trip. I also recognize that Travelling tripod photography purchases outsourced services, transportation services, hotel accommodations and lodging, restaurant services and other services from various independent contractors and suppliers and therefore, Travelling tripod photography cannot be liable for any death, personal injury, property damage or other loss that may occur due to any act or omission of such contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time I am participating in this trip.

INDEMNIFICATION: By signing below, I certify that I have read this entire document and fully understand its contents and the type of risks inherent in such trips, whether for group tour, adventure travel or photography trips/tours, safaris and expeditions. In consideration of, and as part payment for the right to participate in this trip, and the activities, services, and food arranged for me by Travelling tripod photography, I ("Indemnitor"), agree on behalf of myself and any such minors accompanying me to INDEMNIFY, defend, and hold harmless Travelling tripod photography, its officers, owners, employees, parents, subsidiaries, affiliates, agents, associates, outfitters, contractors, service providers and/or suppliers ("Indemnitees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury or loss of or damage to property, which might occur during the activities of this trip, INCLUDING WITHOUT LIMITATION THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, WRONGFUL ACTS, OMISSIONS AND OR STRICT LIABILITY OF INDEMNITEES.

RELEASE OF LIABILITY: In further consideration of, and as part payment for the right to participate in this trip, whether for group tour, adventure travel, photography trip/tours, safaris and expeditions, and the activities, services, and food arranged for me by Travelling tripod photography, I ("Releasor"), agree on behalf of myself and any such minors accompanying me to RELEASE Travelling tripod photography, its officers, owners, employees, parents, subsidiaries, affiliates, agents, associates, outfitters, contractors, service providers and/or suppliers ("Releasees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury or loss or damage to Releasor or Releasor's property, which might occur during the activities of this trip, INCLUDING WITHOUT LIMITATION THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, WRONGFUL ACTS, OMISSIONS AND OR STRICT LIABILITY OF RELEASEES.

ASSUMPTION OF RISK: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I EXPRESSLY ASSUME, ANY AND ALL RISKS arising from, caused by, or connected with the group tour, adventure travel, photography tour/trip, safari or expedition, in which I am allowed to participate, including but not limited to those described herein, and pledge not to sue Releasees, on account of such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Release, Indemnification, and Assumption of Risk. I agree that the foregoing obligation shall be binding upon me personally as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors who accompany me.

REPRESENTATION OF GOOD HEALTH: I certify that I am in good health, have no medical, mental, physical conditions that affect my ability to travel and/or participate in the group tours, adventure travel, photography tours/trips and expeditions and have not been advised otherwise by a medical practitioner. I acknowledge that Travelling tripod photography is in no way responsible for any costs related to my medical care during or after the travel.

ARBITRATION: Any controversy or claim arising out of, or relating to this Release or the performance there under, including without limitation any claim related to illness, injury, death, loss or damage to property, delay or change in services or accommodations, however caused, irregularity, inconvenience, or additional expense in connection with any services resulting directly or indirectly from defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions, and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, detention, thefts, pilferage, or force majeure, shall be resolved by binding arbitration in the Bangalore, in accordance with the Arbitration Rules of the Government of India then existing. This agreement to arbitrate does not waive or modify the Release, Indemnification, or Assumption of the Risk contained in the foregoing paragraphs.

REFUNDS, LEVIES & OTHER RIGHTS: Refunds or adjustments is made or any additional charges may be levied if Travelling tripod photography changes its program by adding, altering or deleting activities as deemed necessary by it's directors in the best and safety interests of its participants. Travelling tripod photography cannot accept responsibility for any personal item lost or damaged by fire, theft. Travelling tripod photography may use any pictures or videos taken of the participants during the participating trip. This includes digital images which may be posted on our website for it's promotional and marketing activities.

KNOWING AND VOLUNTARY EXECUTION: You acknowledge that you have carefully read this agreement, understand its contents, understand that this agreement includes an assumption of the risk of the released parties negligence and a release of their liability. You acknowledge that Travelling tripod photography is materially relying on this waiver and is allowing you to engage and participate in the said group tour, adventure travel, photography tour/trip, safari or an expedition.

I, _____ (Participants name or parent/guardian if child is below 18 years old) have carefully read this agreement and fully understand all of the above contents and having signed up for a Travelling tripod photography trip and agree to be bound by them.

NAME OF TOUR/CAMP/WORKSHOP _____

DATE OF TRAVEL _____

SIGNATURE _____

DATE _____

www.travellingtripodphotography.in