

State of Texas

Waiver of Liability & Hold Harmless Agreement

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel

Version Date: February 01, 2023

By using our services, you are signifying your agreement with the following waiver of liability and hold harmless agreement on behalf of yourself and all members of your traveling party.

1. In consideration for participating in a Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel event and/or activity and other valuable consideration, **I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel, owners, officers, employees, agents, representatives, related entities, independent contracts/sales representatives, volunteers, the Nine Ten Ministry, transportation company used at time of event and/or activity, successors and assigns** (herein after referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of the risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns, and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

5. I UNDERSTAND THAT Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY OR

ILLNESS I MAY SUSTAIN DURING THIS ACTIVITY AND/OR EVENT. I also understand that I am urged by Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity of the transportation to and from said activity.

6. I further agree that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; If under age eighteen (18), a parent or guardian must sign indicating their assumption of legal and financial responsibility for my participation in this program; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

### CONTACT

If you have any questions regarding our Privacy Notice, please contact us at:

Sustaita Multi Services LLC DBA Wanderlust Amigas™ Travel

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