**LIABILITY RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Please read carefully before signing as it is a legally binding contract. **Each traveler must sign a separate form**. A parent/guardian must sign for minors under 18 years of age.

In consideration of the services (“Tour”) provided by Boss Lady LLC dba “Boss Lady”, an Illinois company (“Boss Lady,” “we,” or “us”), I, an adult traveller or parent or legal guardian of a traveler who is a minor (under 18 years of age; the “Child” or “Minor”), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf or, if applicable, on behalf of the Child:

**RESPONSIBILITY**

I understand that Boss Lady LLC, its shareholders, directors, officers, employees, affiliates, successors and assigns (collectively Boss Lady), does not own or operate any entity (“Third Party Suppliers”) which provides certain services for your trip, including but not limited to transportation, travel services, hotel accommodations, restaurants, trip activities, and other travel components.

I understand that all such persons and entities are independent contractors only, and are not agents, partners, co-venturers or otherwise associated with Boss Lady. I also understand that Boss Lady does not and cannot control the quality of their services. I understand and acknowledge that Boss Lady assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, including its Third Party Suppliers, or of any other third party.

I understand that each of these Third Party Suppliers is subject to its own terms and conditions, as well as the laws of the state or country in which the service is provided. The liability of Third Party Suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

**VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK**

I agree and acknowledge that I am voluntarily participating on the Tour, which will involve one or more of the following activities depending on my itinerary and the activities in which I elect to participate: walking, hiking, swimming in various bodies of water such as rivers, bays, inlets, lakes and the ocean, other water-based activities, snorkelling, nature walks, encounters with wild fauna and flora, rafting, and/or other outdoor activities or sports (collectively, “Tour Activities”). I understand that this list is not exhaustive of all Tour Activities that may be made available to me and that I may decide to participate in. These Tour Activities may take place in remote areas, areas with wild and/or domesticated animals, in areas with steep and/or uneven terrain, and in areas with little to no infrastructure. These Tour Activities may also be provided by third parties over whom Boss Lady has no control and no responsibility.

I acknowledge that I am voluntarily participating on the Tour with knowledge that travel involves numerous risks and dangers including, but not limited to the following: dangers and risks inherent in Tour activities; negligence in any matter on the part of Boss Lady; emotional trauma; disfigurement, temporary or permanent disability, including paralysis; death; forces of nature; explosion, flood, hurricane, tempest, tidal wave, earthquake, landslide, forceful wind, fire or accident; civil unrest and war (declared, undeclared, or threat thereof); sabotage; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States or other more developed countries; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; transportation failures; equipment failures or deficiencies; contact with marine life and wild and domesticated animals; social or labor unrest or strike; consumption of alcoholic beverages; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; mechanical or construction failures or difficulties; sanitation deficiencies; illness; disease or virus, both known and unknown, such as coronavirus (including but not limited to the community spread thereof); epidemic; pandemic; quarantine; border closures; government travel restrictions or warnings; regulations or orders, acts or non-acts of any governmental entity or official; diplomatic or health organization (e.g., World Health Organization) warnings; foodborne, airborne, and communicable illnesses and disease; bites or stings from insects or pests; local laws; climactic conditions; abnormal conditions or developments; negligence by third party service providers; negligence or intentional actions by other participants including traveling while sick with or without symptoms; or any other actions, omissions or conditions outside of Boss Lady’s control not mentioned herein. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from these and other inherent risks of travel.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical, or mental condition that would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Boss Lady or my local ground handler or other to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without further consent.

I understand that while my guide and/or tour leader may have first aid training, they are not medical personnel and are not trained in extensive medical procedures. I also understand that medical services, medical assistance and related transportation may be several hours to days away while on tour. I also understand that there is the possibility of complications and unforeseen consequences in any medical service, medical assistance and related transportation that is provided to, or organized/arranged for, me by Boss Lady. I knowingly and voluntarily agree to assume any such risks. I understand that Boss Lady is not making any warranty as to the result of any medical service, medical assistance and related transportation.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death or damage. **I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.** If signed on behalf of the Child, I have discussed the travel risks with the Child, and he or she wishes to participate in the Tour nevertheless.

**MEDICAL CERTIFICATION**

I certify that I have adequate insurance to cover any injury or damage I or the Minor may cause or suffer while participating in the Tour, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety on the Tour, or else I am willing to assume the risk of and bear the costs that may result, directly or indirectly, from any such condition.

**WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE**

To the fullest extent permitted by law, I, an adult traveller, or as parent or legal guardian of the Child, for myself and the Child, as well as for my and their heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, “Releasors”), expressly **RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Boss Lady, its owners, shareholders, officers, employees, directors, representatives, affiliates, volunteers, freelance sales consultants, successors and assigns (individually and together, “Released Parties”) from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I or the Child now have or may later have against the Released Parties arising out of, relating to, or in connection with the Tour arranged through or provided by Boss Lady, whether arising from the Released Parties’ negligence or otherwise.

In addition, **I agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless each Released Party** from any and all claims, actions, suits and demands (including all reasonable attorney’s fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to my or the Minor’s negligent or intentional actions or inactions occurring during the Tour.

**I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, all members of my family and all minors traveling with me or on whose behalf I am signing this agreement, including the Minor (collectively encompassed by the term “their” in this paragraph), my and their heirs, as well as my and their next of kin, successors, assigns, and legal and personal representatives, with said obligations not dischargeable in bankruptcy. It is my intention to fully assume all risks associated with the Tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.

**BINDING ARBITRATION**

I agree that any that any controversy or claim arising out of or relating to this Agreement, the brochure or any other literature concerning the Tour, or the Tour itself, including without limitation any claim related to illness, injury, or death shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by Illinois law and will take place in or around Chicago, IL. The arbitrator and not any federal, state, or local court agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy; and **any arbitration award shall be binding**. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraphs. If any portion of this agreement is determined by a court to be null and void or unenforceable, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties.

**KNOWING AND VOLUNTARY EXECUTION**

**By signing this LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT,** I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. 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 agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. I also acknowledge that I have had an opportunity to ask any and all questions that I may have, and that Boss Lady has answered all questions to my satisfaction, and that I have had the opportunity to consult an attorney about this agreement. My signature applies to all pages of this document.

By signing below, I also acknowledge that I have carefully read and fully understand and agree to the contents and legal consequences of the Boss Lady Terms and Conditions, the itinerary and booking information for my specific trip, and any other Boss Lady material that governs the Tour.

Signature of Adult Traveller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:

 Street Address

 City, State, Zip

**If Traveller is a Minor under 18, a Parent or Guardian’s signature is required**

By signing below, I represent and warrant that I am the parent or legal guardian of the Minor and have the full authority to bind the Minor to this agreement, that I am 18 years or older, and that all information that I have submitted with this agreement is truthful and accurate. I agree that I am signing on behalf of myself and my spouse, partner, co-guardian, or any other person who claims the participant as a child or is a guardian of the child (referred to both individually and collectively as “Parent”) and that I have the Parent’s authority to do so. I agree that this agreement is made on the Minor’s behalf and that all releases, waivers and promises made herein are binding on the Minor, me and any other Parent on whose behalf I am signing. My signature applies to all pages of this agreement.

Name of Child / Minor Traveller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age of Child / Minor Traveller:

Signature of Parent/Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name of Parent/Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Relationship to Minor:

Mailing Address:

 Street Address

 City, State, Zip