



## NiKaro Outdoors, LLC Liability Waiver

NiKaro Outdoors LLC, its and their employees and assigns (collectively “NIKARO”) does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, operators of recreational, adventure or other activities (regardless of whether such activities are included as part of the NIKARO trip itinerary), babysitters or daycare providers, etc. As a result, NIKARO is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application. I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of NIKARO including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, the use, installation or maintenance of any optional or add-on equipment such as pedals, odometers, mirrors, bar ends, etc., in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; physical exertion for which I am not prepared; forces of nature; weather conditions; transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by auto, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from or dangers associated with wild or other animals, pests or insects; negligence or willful misconduct by third parties; breakdown or failure of bicycles or other equipment; financial default of any supplier; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced property; and theft or break-ins into support vehicle. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all NIKARO tours is based upon trip participants executing this Release of Liability, Assumption of All Risks, and Binding Arbitration Agreement. I agree that this Agreement shall be legally binding upon me personally, all members of my family and me, their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release NIKARO from any and all liability to the maximum extent permitted by law.

**MISCELLANEOUS MATTERS:** I understand that NIKARO reserves the right to take photographic or film records of any of its tours and hereby agree that NIKARO may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom NIKARO may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by NIKARO.

I agree to follow all written and verbal rules of safety presented to me by NIKARO. I understand that NIKARO reserves the right to refuse as a tour participant, or remove from a tour, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders or third parties, or who it determines to detract from the enjoyment of the trip by others. NIKARO reserves the right to make tours modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of clients.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my tour, or the tour itself shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association in San Diego, California. Such proceedings will be governed by substantive (but not procedural) California law excluding any application or consideration of the California Arbitration Act. Except for tours in California, the California Vehicle Code will be inapplicable to my trip or any claim arising therefrom. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

**SEVERABILITY.** If any portion of this document is deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions

**KNOWING & VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions in this Liability Waiver. Exceptions to this policy cannot be made for any reason, including but not limited to, weather, terrorism, civil unrest, personal, family or medical emergencies. I understand that this is a legally binding and enforceable contract 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.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail