

Release and Waiver of Liability

(Assumption of Risk, and Indemnity)



You must READ, COMPLETE, and SIGN this form to participate. Incomplete or missing information and/or signatures will prevent participation.

I have chosen to participate in the referenced trip in this Agreement (hereinafter referred to as "the Trip"), which is organized by Pure Baja Travels, LLC.(the "Company" or "Pure Baja Travels") doing business as Pure Baja Travels.

Pure Baja Travels LLC is a Michigan limited liability company that operates travel activities through its affiliated partners. For purposes of this Agreement, the term **"Pure Baja Travels" Or "Company"** includes the following affiliated partners: officers, officials, agents, coaches, and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, contractors, and if applicable, owners and lessors of premises used to conduct the activities.

I understand and accept that traveling, boating, hiking, snorkeling, and cultural immersion activities expose me to numerous known and unanticipated risks which could result in personal injury, illness, death or damage to myself, or my property. Some of the risks or factors creating risk include, but are not limited to the following:

- The Trip involves activities that are inherently hazardous.
- The Trip involves flying a private plane to a remote area where you will be camping in tents in the desert of San Ignacio Lagoon, Baja California Sur, Mexico
- During the Trip, I may be exposed to dangers and hazards, including equipment failures and negligence by others.
- The hazards of traveling by foot in rugged terrain
- Backcountry hazards including loose rocks, falling trees, and river or creek crossings
- Man-made objects in the area including but not limited to barbed wire, other fences, vehicle and foot bridges, building remains and garbage or junk
- Kicking or getting scraped by coral/rocks
- Consumption of local food and water
- Participation in activities such as operation of a bicycle, walking amongst vegetation and the exploration local villages
- Hiking, walking, or running in rugged terrain, including slippery rocks and vegetation
- Injuries inflicted by animals, insects, reptiles, plants, or other biological means
- The forces of nature including lightning, weather changes, hypothermia and/or hyperthermia
- Hazards of marine life, including aquatic plants or debris.
- Sunburn, high winds, dehydration, heat stroke and others not named
- The physical exertion associated with the outdoor activity
- Presence of urban traffic and potentially dangerous road crossing
- Interactions with people in urban and rural setting
- Traveling in a vehicle not driven by the Company and provided by both private and public sources
- Risk associated with traveling on or near water including, but not limited to kayaking, incidents involving boat movement and travel, interactions with nautical moving parts, embarking and disembarking a vessel, hypothermia, and drowning
- Risks associated with cultural activities such as cooking, dancing, and other cultural activities.
- Because of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged.

- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Trip and, where available, may be expensive; and Pure Baja Travels assumes no responsibility for providing medical care during the Trip. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Trip. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Pure Baja Travels from any claim based on such treatment or other medical services.

In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.

By signing the form below, I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself or my property arising from my participation in this traveling, boating, hiking, snorkeling and cultural immersion activity. My participation is voluntary. I choose to participate in this traveling, boating, hiking, snorkeling and cultural immersion activity despite these named and unnamed risks. I have discussed the activity with my physician and am physically, mentally, and emotionally prepared for full participation in the activity. I am solely responsible for deciding to participate in this activity. I understand my responsibility in decision-making. I agree to obey all Pure Baja Travels rules and regulations while participating in this traveling, hiking, snorkeling and cultural immersion activity. This release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law.

When traveling, it is recommended to have travel and medical coverage that includes international medical emergencies. Pure Baja Travels will be happy to connect you with a travel insurance provider, if requested.

- Yes, I am purchasing travel and medical insurance.

Company: _____ Policy number: _____
 Initials _____

You are Responsible for:

Medical considerations: If you have any medical or psychological conditions, it is very important you let us know well before departure so that we can make extra arrangements if necessary. Trip leaders have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the groups or his/her own safety. Under these circumstances, refunds are not given. Pure Baja Travels is not a medical facility and therefore has no responsibility regarding medical advice, medications, or inoculations that you or your doctor deem necessary for your safety and health during the Trip. Hospital facilities for serious problems are often unavailable, and evacuation can be prolonged, difficult, and expensive. Pure Baja Travels assumes no liability regarding provision of medical care. By signing the Release and Waiver of Liability Agreement, you agree to pay for emergency evacuation and emergency medical care. Pure Baja Travels reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.

Your obligations as a trip member by participating in a Pure Baja Travels trip, you assume certain obligations to Pure Baja Travels and the other trip members. It is your responsibility to:

- Get all documents necessary to travel (passport, ID, tourist visa, etc.).
- Get necessary immunizations to travel nationally and internationally (COVID, see additional release form).
- Bring appropriate gear and clothing as advised by Pure Baja Travels.
- Follow considerate social behavior with other trip participants.
- Respect the areas (flora and fauna) we visit by using environmentally safe products and practices, staying on established routes of travel, and not littering.

Initials _____

OUR LEGAL LIMITATIONS — PLEASE READ CAREFULLY

Pure Baja Travels may contract with independent contractors to provide transportation, guide services and/or other related travel services. We assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: – acts of God – detention annoyance – terrorism – thefts – pilferage – force majeure – civil disturbances – government restrictions or regulations – strikes – delays and expenses arising from quarantine – failure of any means of conveyance to arrive or depart as scheduled – discrepancies or change in transit or lodging services over which we have no control. We reserve the right to make reasonable changes in the itinerary, where deemed advisable, for the comfort and well-being of trip members.

By advancing deposit to Pure Baja Travels, the depositor thereby agrees to be bound by the above terms and conditions.

1. ASSUMPTION OF THE RISKS

I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property because of my participation in the Trip –including any risks caused by the negligence of Pure Baja Travels, its employees and officers, its contractors, and other trip participants.

2. RELEASE OF LIABILITY

I fully and forever release and discharge Pure Baja Travels, and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Trip (collectively referred to in this Release and Waiver as “Sponsor”) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Trip, even if it is due to the negligence, injudicious act, omission, or other fault of Pure Baja Travels.

3. INDEMNITY

I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Trip. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

4. OTHER FORMS & TERMS

I have carefully read pure Baja Travels Reservation Information and have familiarized myself with all of the information provided to me about the Trip and its rating. I agree to all of the conditions in the Reservation Information—including the sections about my responsibilities and about Pure Baja Travels legal limitations. I acknowledge that Pure Baja Travels has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

5. SEVERABILITY

I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

6. APPLICABLE LAW, FORUM & ATTORNEY'S FEES

This agreement is governed by and shall be construed in accordance with the laws of the state of Michigan, without any reference to its choice of law rules. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to contract, equity, tort, fraud, and statutory claims, in any forum other than the Superior Court of Ingham County, Michigan or, if such court does not have subject matter jurisdiction, the courts of the State of Michigan sitting in Ingham County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in Ingham County or, if such court does not have subject matter jurisdiction, the courts of the State of Michigan sitting in Ingham County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

7. AUTHORIZATION FOR MEDICAL CARE

In case of medical emergency, I hereby authorize any medical treatment deemed necessary. I give Pure Baja Travels permission to hospitalize, secure proper treatment for, and/or to order injection, anesthesia, or surgery for myself and/or the minor named herein.

8. PUBLICITY RELEASE

By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

9. DRUG AND ALCOHOL POLICY

I acknowledge that Pure Baja Travels has a Zero Tolerance about drug use. Recreational drugs in Mexico are illegal. Alcohol consumption will be limited to camp/hotel locations if you are an adult. Please be smart and do not abuse alcohol. There is no alcohol consumption while involved in trip activities (boating, hiking, snorkeling, whale watching among others).

