

LIABILITY WAIVER, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

This is a legally binding agreement. Please read carefully before signing. Each traveler must sign their own form.

A parent/guardian must sign for minors (under 18 years of age). Adults traveling with a minor must also sign for the minor.

In consideration of the services ("Trip") provided by Connecting Growth Globally LLC ("Connecting Growth Globally," "we," or "us"), I, an adult traveler and/or parent or legal guardian of a traveler under the age of 18 ("Minor"), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf and on behalf of any Minor for whom I am signing.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I also acknowledge that I am voluntarily participating on the Trip with knowledge that travel involves numerous risks and dangers including, but not limited to, the following: dangers and risks inherent in outdoor activities, including but not limited to walking, swimming in bodies with water, and encounters with wild fauna and flora; negligence by Connecting Growth Globally in the conduct or arrangement of the Trip in any respect from inception to completion; emotional trauma; disfigurement, temporary or permanent disability, including paralysis; death; muscle strains, pulls, tears, broken bones, and shin splits; forces of nature; civil unrest and war; terrorism; roads, trails, terrain, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in my country; crossing roadways and entering/exiting vehicles; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; 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, malfunctions or deficiencies; contact with wild animals whether on foot or in vehicles; social or labor unrest; 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; diseases; epidemics; bites or stings from insects or pests; local laws; climactic conditions; abnormal conditions or developments; negligence by third party service providers; financial default of any third party suppliers; and any actions, omissions or conditions outside of Connecting Growth Globally's control not mentioned herein.

I further acknowledge that my Trip may take place in locations with rates of petty and/or violent crime higher than those in my home country and/or home city, and that Connecting Growth Globally cannot guarantee my safety and security or the safety and security of my belongings.

I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Trip provided by Connecting Growth Globally.

I acknowledge that these are some, but not all, of the inherent and acquired risks associated with the activities performed on a Connecting Growth Globally Trip. A complete listing of inherent and acquired risks is not possible.

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 a Minor, I have discussed the travel risks with the Minor, and he or she wishes to participate in the Trip 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 Trip, 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 in the Trip, 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 traveler, or as parent or legal guardian of the Minor, for myself, the Minor, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, "Releasors"), expressly **RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE** Connecting Growth Globally LLC and its owners, shareholders, officers, employees, directors, representatives, volunteers, guides, 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 Minor now have or may later have against the Released Parties arising out of, relating to, or in connection with the Trip arranged through or provided by Connecting Growth Globally 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, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

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. It is my intention to fully assume all risks associated with the Trip and to release the Released Parties from any and all liability to the maximum extent permitted by law.

ARBITRATION

I agree that any dispute concerning, relating to, or referencing this agreement, or any other literature concerning my Trip or the Trip itself shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association. Such proceedings shall be governed by substantive New Mexico law. 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 part of this contract is void or voidable.

MERGER

This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

AGREEMENT, I certify that I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. I understand and acknowledge that if I (or in the case of a Minor) is hurt or is damaged during the Trip, I may be found by a court of law to have waived my right to maintain a lawsuit against the Released Parties, including but not limited to Connecting Growth Globally LLC, on the basis of any claim from which I have released them herein. I further acknowledge that I have had an opportunity to ask any and all questions that I may have, and that Connecting Growth Globally has answered all questions to my satisfaction. My signature applies to all pages of this document.

Signature of Traveler: _____

Date: _____

Print name: _____

Mailing Address: _____

Street Address

City, State, Zip

Name of any Minor Traveling with Adult Traveler (Non-Parent or Legal/Guardian) and Relationship:

If Traveler is a Minor under 18, Both Parents' or Guardian's signature is/are 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 Traveler: _____

Age of Child / Minor Traveler: _____

Signature of Parent/Legal Guardian #1: _____

Date: _____

Print name of Parent/Legal Guardian #1: _____

Print Relationship to Minor: _____

Signature of Parent/Legal Guardian #2: _____

Date: _____

Print name of Parent/Legal Guardian #2: _____

Print Relationship to Minor: _____

Mailing Address: _____

Street Address

City, State, Zip