

I HAVE HAVE NOT visited a physician for a medical problem within the past SIXTY days.

Reason for visit: _____

In case of emergency, please notify: _____

City, _____ State, _____ Zip _____ Country _____

Home Phone: _____ Work Phone: _____

(BELOW - PLEASE READ, SIGN AND DATE. PARENTS OR GUARDIANS MUST SIGN FOR MINORS)

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

IN CONSIDERATION of being accepted for the adventure tour that I am participating in under the auspices of GREENTRACKS, INC., its agents, assigns, sub-contractors, employees, officers, licensees and successors in interests, I hereby agree as follows: I have been informed and am aware that adventure travel can be dangerous and includes certain risks and dangers, including, but not limited to, the hazards of travel by bus, automobile, van, four wheel-drive vehicles, boats, motorcycles, on foot or by other unconventional means, injury, illness, or accident in remote places without medical facilities, dangers of wild or domestic animals, insects and arachnids, toxic plants, forces of nature, civil unrest and travel by air or other conveyance, extreme weather conditions, physical exertion for which I may not be prepared, and evacuation difficulties, should I be injured or disabled. I ACCEPT the inherent risks of the proposed travel arrangements. I HEREBY RELEASE, WAIVE, INDEMNIFY, and AGREE NOT TO SUE GreenTracks, Inc. and its associates for all or any liability to the undersigned, his/her personal representatives, heirs, assigns and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to the person or property of the undersigned, or on account of death resulting from any cause, including negligence, while the undersigned is participating in GreenTracks, Inc. travel. I further agree that I will assume the risk of and release GreenTracks, Inc. and its associates of all liability for any injury or mishap, including failure to obtain adequate medical services, to evacuate or supply medical treatment, evacuation or any other emergency services on my behalf as GreenTracks, Inc. deems essential for my safety and well-being. GreenTracks, Inc. and its associates are not responsible for loss due to theft, personal injury, negligence of suppliers, or suppliers changing of itineraries. GreenTracks, Inc. and its associates are not responsible for changes in travel plans due to "Acts of God". Moreover, in the event it becomes necessary or advisable for the comfort or well-being of the passengers, or for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made without penalty to GreenTracks, Inc. Travel services may be furnished by independent contractors who are not agents or servants of GreenTracks, Inc. GreenTracks, Inc. and its associates will, however, make every professional effort to deliver as promised.

I EXPRESSLY ACKNOWLEDGE and AGREE that travel can be dangerous and involves serious and unpredictable risks of bodily injury, property damage and death and that the foregoing waiver and release is intended to be as broad and inclusive as permitted by law, that I am not relying on any oral or written representation of GreenTracks, Inc. regarding safety, and that I am entering into this agreement of my own free will. I accept responsibility for evaluating my fitness for this trip, and I shall bear any additional expense should I be physically unable to participate in any or all portions. I am aware that no special considerations are made for medical condition or physical handicaps.

GreenTracks, Inc. in operating these land and air arrangements acts only as agents for airlines, railroads, bus contractors, steamship lines, hotels and local Tourist Offices providing these services, and as agents are not liable for any loss, injury or damage sustained. If additional expenses are incurred through delays, accidents or the disruption of advertised schedules beyond the control of GreenTracks, Inc., such expenses must be borne by the passenger(s). The right to alter any travel arrangement is reserved by GreenTracks, Inc. All rates and schedules are subject to change without notice. Any unused portion of package is non refundable after commencement of trip.

CANCELLATION POLICY: If you wish to cancel your trip, you must notify GreenTracks, Inc., by phone and in writing. If you cancel 30 days or more prior to departure, you will receive a refund, less any amount we pre-paid for services and less a \$100 administrative fee. Cancellation 29 days and less prior to departure will not receive a refund. Some cruises, lodges and hotels have different cancellation terms imposed by them that will be in effect in addition to GreenTracks terms. Please consider obtaining Travel Insurance.

By signing this Release of Liability and Assumption of Risk I signify that I have carefully read, understand and do agree to all the policies and conditions as stated in this trip application and other materials supplied to me, including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I also agree that in the event of a dispute any and all adjudication must take place in Smith County, Texas.

Signature of Applicant _____ Date _____

**Return your completed and signed Application, Release of Liability and Assumption of Risk,
and your deposit or full payment to address on front of this form.**