

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

THIS IS A LEGALLY BINDING CONTRACT

In consideration for your acceptance as a participant in the tour arranged for you by enPatagonia and its owners, employees, shareholders, officers, directors, affiliates, successors, agents and assigns (collectively referred to as “enPatagonia,” “we” or “us”), and the services to be provided to you by enPatagonia, you acknowledge and agree as follows:

Responsibility: enPatagonia organizes, promotes, and sells tours. As you can see from our itineraries, these tours consist of numerous components, for instance, transportation, meals, activities, and excursions depending on the tour, all of which we arrange on your behalf. In providing your tour, we work with a number of persons and entities, including transportation providers (e.g., buses, automobiles, and boats), guides, eating establishments, local providers that offer cultural programs, and other third parties. These persons and entities are independent contractors, who we refer to as “Suppliers” in this agreement. We have exercised reasonable care in the research, selection, and development of relationships with our Suppliers, who to our knowledge are reputable and competent. In order to properly place responsibilities, we want you to understand that we do not own, operate or manage any Supplier who provides goods or services for our tours. The goods and services of our Suppliers are subject to their own terms and conditions. Because enPatagonia does not maintain any control over the personnel, equipment, or operations of these Suppliers and any other third party, enPatagonia assumes no responsibility for and cannot be held liable for any loss or damage which may be occasioned by reason of 1) any wrongful, negligent, willful, or unauthorized acts or omissions on the part of the Suppliers, or other employees or agents, 2) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these Suppliers, 3) any wrongful, willful, or negligent act or omissions on any part by any other party not under enPatagonia’s supervision or control, or 4) financial default by a Supplier or any other party not under enPatagonia’s supervision or control.

Travel Insurance, Terms & Conditions, and Emergencies: enPatagonia highly recommends that you obtain travel insurance that includes medical emergencies, trip cancellation and interruption. In the unlikely event of an emergency and you are unable to give consent or make your own arrangements because of injuries, you authorize enPatagonia to make arrangements for emergency medical services, emergency medical assistance, and related transportation. This consent in no way imposes a duty upon enPatagonia to provide or make any such arrangements. You acknowledge that enPatagonia assumes no liability for the costs or provision of any medical assistance, medical services and related transportation, including evacuation, in the event that such assistance is needed during or after the expedition. You agree to pay the costs for any such assistance, services and related transportation.

Assumption of Risk: You acknowledge and agree that you have voluntarily applied to participate in the tour on which you are booked, which involves outdoor, adventure, and cultural activities and traveling in rural or remote areas. You understand the numerous risks and dangers involved, which include but are not limited to the following: accommodations, roads, trails, vehicles, boats or aircraft, or other means of conveyance which may not be maintained or operated to standards common in your country; dangers and risks inherent in outdoor, adventure, and cultural activities; dangers and risks inherent in walking and hiking in outdoor settings (e.g., ranches, fields, paths and rural roads), including falling or tripping on uneven surfaces or debris; food-borne illnesses from eating local or other foods; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God and force majeure; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; road blocks; civil disturbances, social or labor unrest, terrorist activities, and war; physical exertion for which you are not prepared; environmental conditions/hazards (e.g., slippery roads due to rain, mudslides); transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by bus, van, car, bike, boat, horseback or other animal, by foot, or by any other conveyance; equipment failures or deficiencies; contact with wildlife and marine life; accident or illness in remote or rural places without access to medical facilities, transportation, or means of evacuation and assistance; the adequacy of medical attention; medical or dietary restrictions; mechanical or construction failures or difficulties; diseases, epidemics or the threat thereof;

stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of enPatagonia's control that are not specified in this agreement.

You expressly agree to be responsible for your own welfare and fully assume all risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.

Vaccinations, Travel Advisories and Warnings: You agree to assume complete and full responsibility for checking and verifying the vaccination requirements, as well as all safety or security conditions at the destination. For information concerning safety at the destination, contact the government office in your country that is responsible for issuing travel advisories. For medical information, contact the responsible government agency in your country.

Waiver of Liability, Release, Indemnification, and Covenant Not to Sue: To the fullest extent permitted by law, you on behalf of yourself, your heirs, legal and personal representatives, next of kin, including your spouse, successors and assigns (collectively, "Releasors") expressly RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE enPatagonia and its owners, employees, shareholders, officers, directors, affiliates, successors, agents and assigns (collectively, "Releasees"), from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which you now have or may later have against Releasees arising out of, relating to, or in connection with the travel services arranged through or provided by enPatagonia, whether arising from Releasees' negligence or otherwise. You further agree that if any such cause of action is brought against Releasee(s) and you are found responsible for injury or damages to any person, including yourself, as a consequence of your own actions or inactions, you shall fully DEFEND, INDEMNIFY, AND HOLD HARMLESS Releasee(s) in that cause of action.

Permission for Use of Publicity Items: You agree that enPatagonia may copyright in its own name, use, re-use, and reproduce any images, photos, videos, slides, films or other media taken of you, in any medium, free of charge and without my right to inspection, for promotion or publicity purposes relating to enPatagonia's activities and services.

Choice of Legal Forum, Applicable Law, and Severability: This agreement will be interpreted according to the laws of the State of Wyoming. Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively in federal court in the District of Wyoming or in state court in Park County, Wyoming. You agree to personal jurisdiction in the specified forum. If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties. This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements. You also agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. You agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

Validity of Electronic Signature: You understand that a paper version of this agreement is available but you have voluntarily chosen to sign this document electronically. You will receive a Portable Document Format (PDF) version of this agreement after it is signed at the email address you have provided. To view the PDF document, you understand that you will need software that enables you to receive and access PDF files such as Adobe® Reader® software, available at www.adobe.com, or other software capable of reading a PDF file. In order to print and retain a copy of the agreement, you understand that you will also need a printer connected to your computer. You may also request a paper version of this signed agreement from enPatagonia for \$10.00 (mailed). You understand that you may withdraw your consent to receive communications in electronic form by contacting enPatagonia by email at enpatagonia@gmail.com.

BY SIGNING: By signing this RELEASE AND WAIVER OF LIABILITY, 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 voluntary agree to be bound by its terms. My signature applies to all pages of this agreement.

Minors under 18 years of Age – A parent or legal guardian must sign this agreement on behalf of the Minor. By signing, the parent or guardian agrees: I hereby agree that the Minor and I will be bound by all terms of this agreement. By signing this Agreement, I also represent that I am signing as the parent or legal guardian of the Minor and am at least 18 years of age.