



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY CLAIMS

This Document Affects Your Legal Rights, Read It Carefully.

Name: \_\_\_\_\_ Trip Location: \_\_\_\_\_ Trip Start Date: \_\_\_\_\_

### PREAMBLE

An Adventure or Flotilla ("The Trip") with RMJ Travels is an exceptional opportunity but not without certain physical and property risks and liabilities. These include, but are not limited to, personal injury or death, property loss or damage, other loss expense, delay or inconvenience, and the Trip's cancellation or curtailment. All persons taking part in the Trip are required to accept these and other risks as a condition of their participation in the Trip.

### ASSUMPTION OF RISK

I am aware that there are inherent risks, dangers, and hazards to which I may be exposed to during the Trip, as well as activities occurring in transit to and from the Trip's location, including but not limited to:

- Hazards of traveling by land, air, or water on transports used to carry tourists
- Accident or illness in locations that may not have medical facilities or care consistent with the standards expected in the United States
- Theft, vandalism, or loss of personal property
- Injury or illness that may result from contact with sea and land animals, insects, and vegetation
- Laws and regulations of the Trip location, which may be significantly different than those in the United States, including without limitation, laws covering certain types of medicinal and recreational drugs
- Cancellation or curtailment of the Trip due to extreme weather conditions or other forces of nature, illness, political disturbances, terrorism, boat accidents, transportation problems, airline delays, problems relating to customs, immigration or visa requirements, or other circumstances beyond the control of RMJ Travels, LLC.

I freely accept and fully assume all such risks, dangers, and hazards and accept the possibility of personal injury or death, and property damage or economic loss, resulting therefrom.

Further, I acknowledge that RMJ Travels LLC has strongly advised me to purchase travel insurance within 14 days of my first payment so that it covers pre-existing conditions and understand that should I choose not to purchase such insurance coverage, I will be liable for all costs in the case of cancellation, delays, damage or loss of baggage and medical emergency howsoever caused.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of RMJ Travels, LLC allowing my participation in the Trip, I agree as follows:

- I HEREBY WAIVE ANY AND ALL CLAIMS that I have or may have in the future against RMJ Travels, LLC and its Board of Directors, employees, associates, agents, assigns, and independent contractors identified as flotilla or expedition leaders, (hereinafter collectively referred to as "RMJ TRAVELS").
- I HEREBY RELEASE RMJ TRAVELS, except in the case of gross negligence, of all liability for any injury, death, loss, damage, or expense that I might suffer, or that my next of kin may suffer, because of my participation in this Trip due to any cause whatsoever, including breach of contract, or tortious acts or omissions by RMJ TRAVELS.



- I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY RMJ TRAVELS from all liability for any damage to the property of, or personal injury to, any third party, that occurs as a direct result of my participation on the Trip.

#### **ADDITIONAL AGREEMENTS**

I AGREE that if I am injured or become ill, RMJ Travels LLC may, at my cost, arrange or supply medical treatment, evacuation or any other emergency services on my behalf as RMJ Travels LLC deems necessary or appropriate for my safety and well-being.

I AGREE that I will have no illegal drugs or other materials prohibited by U. S. or destination country law on my person or in my possession during my participation in the Trip.

I AGREE that during activities related to the Trip, I may be photographed by RMJ Travels LLC. I agree to allow my photo/video or film likeness, or reproductions thereof made through any media, including any electronic media, to be copyrighted and used for any legitimate purpose by RMJ Travels LLC or its assigns. To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness.

I AGREE that any dispute or claim relating to my participation in the Trip, shall be resolved exclusively by binding arbitration in Alameda, California in accordance with the rules of the American Arbitration Association then existing. This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Judgment on the arbitration award may be entered in any court having jurisdiction over RMJ Travels LLC and the subject matter of the controversy.

THIS AGREEMENT shall be binding upon me, my heirs, next of kin, executors, administrators, assigns, and personal representatives. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by RMJ Travels LLC other than what is set forth in this Agreement.

#### **KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and understand the provisions and legal consequences of this Agreement, and by typing or signing my name below, agree to be bound by its terms and conditions in any RMJ Travels operated trip. Legal Guardians must sign for minors.

Participant's (guardian's) Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Participant's Printed Name \_\_\_\_\_

Minor's Printed Name (if signed by Guardian) \_\_\_\_\_

**Please return this signed agreement within 7 days of receipt by mail to  
RMJ Travels, 364 Channing Way, Alameda, CA 94502  
or by email to [RMJsailing@gmail.com](mailto:RMJsailing@gmail.com)**

**This needs to be signed only once and will apply to all future trips you join with RMJ Travels.**