

**Rivers Oceans And Mountains**

Trip Dates \_\_\_\_\_ Tour Code \_\_\_\_\_ Booking # \_\_\_\_\_

**ACKNOWLEDGEMENT OF RISK AND RELEASE**

**In connection with my enrolment in a trip booked by R.O.A.M., Inc., a Utah corporation and operated by R.O.A.M. Adventures, Inc., a British Columbia corporation (collectively "ROAM") including any pre-trip option and any post-trip extension (collectively defined as the "Trip"), I agree as follows:**

**Risks**

I acknowledge that:

ROAM trips are intentionally designed to take clients "off the beaten path", to remote places in British Columbia, Alaska and the Yukon. Trips offer the opportunity for physical activity that can be demanding depending on the condition of the traveler and involve risk of serious personal injury including permanent disability and death from accident, illness or the negligence of other persons, including ROAM personnel, agents or independent contractors whose services are provided in connection with the Trip. Medical facilities are not easily accessible and may not be sophisticated. There are other risks associated with the Trip such as theft or loss of or damage to property. In addition some of the services provided in connection with the Trip are purchased from independent contractors over whom ROAM has no control.

**Limitation of Liability and Release**

I understand and have carefully considered the risks involved in taking a trip of this nature. I agree that ROAM will not be responsible for, and I assume all risk and accept full responsibility for, any and all physical or mental injury including permanent disability and death, damages or loss to property even if caused or alleged to have been caused in whole or in part by the conduct, including the negligence, of ROAM, or any of ROAM's employees, agents or independent contractors.

I further agree that I will not sue ROAM, ROAM employees, agents and independent contractors in respect of, and I hereby forever release and hold harmless ROAM, ROAM employees, agents and independent contractors from, any claims for physical injury, permanent disability or death or for damage to or loss of any property arising in connection with my participation in the Trip including any claims made against me as a result of any of my actions on the Trip.

Notwithstanding any of the above, if I have suffered any loss due to any reckless or fraudulent conduct on the part of ROAM, ROAM employees, agents or independent contractors, I retain the right to sue only the reckless or fraudulent party and not any other party in respect of that conduct.

I intend that this Acknowledgement of Risk and Release will apply to my entire Trip with ROAM, which includes any pre-trip option or post-trip extension which I may enroll for at a later date.

I intend that this Acknowledgement of Risk and Release, will be binding upon my heirs, successors and legal personal representatives, and I agree that any claim or dispute arising out of or relating to this Acknowledgement of Risk and Release, the Trip, or my relationship with ROAM will be resolved exclusively in the courts of the Province of British Columbia and will be governed exclusively by British Columbia law.

**I have carefully read the above Acknowledgement of Risk and Release. I understand that I have given up substantial rights and potential remedies by signing it and I nevertheless sign it voluntarily and knowingly.**

\_\_\_\_\_  
Participant Name (Please print)

\_\_\_\_\_  
Signature of Participant (under 18 included)

\_\_\_\_\_  
Date

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18 in addition to the above signature, name, and date.)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by R.O.A.M., Inc. and R.O.A.M. Adventures, Inc. (collectively, "ROAM") to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ROAM from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please read and initial the cancellation policy on the back of this form.**

## DEPOSIT & CANCELLATION POLICY

A deposit is due at the time of booking; the balance is due 90 -120 days prior to your trip. For trips departing within 90-120 days, full payment is due at the time of reservation. If you find it necessary to cancel your trip, notify us as soon as possible. Please see the cancellation fee schedule below. All policies will be upheld.

<u>Date of cancellation</u>	<u>Cancellation Fee</u>
<b>90 or 120 days or more prior to your trip</b>	<b>\$500/ \$800/person</b>
<b>89 or 119 days or less prior to your trip</b>	<b>Full Fare</b>

Although it is unusual, we occasionally find it necessary to cancel a trip due to water fluctuation, or insufficient reservations (making the trip economically infeasible for us to operate). If we are unable to provide another trip that is satisfactory to you, we will refund you entire trip fee, but R.O.A.M. is not responsible for additional expenses incurred by members in preparing for the trip (e.g., non-refundable, advance purchase air tickets, equipment, medical expenses, etc.). We regret we cannot make exceptions for personal emergencies. For this reason, we strongly urge you to investigate trip insurance (see below).

**MEDICAL:** Under most circumstances, if you are of an adventurous spirit and in reasonable good health, you should have no problem enjoying an R.O.A.M. trip. People with heart trouble and pregnant women should have their physician's approval before taking a river trip. We reserve the right not to accept passengers weighing more than 260 pounds or with a waist/chest size exceeding 56 inches. If you exceed these requirements please give us a call. Also, we may decide, at any time, to exclude any person or group for any reason we feel is related to the safety of our trips.

**I certify that I have read, and understand, the above deposit/payment/cancellation policies.**

\_\_\_\_\_  \_\_\_\_\_   
Signature Date

## TRAVELER INSURANCE

Purchase of emergency medical evacuation insurance is **required**. You must provide proof of purchase of evacuation insurance prior to the trip. Purchase information is included in your confirmation packet and can be obtained from Travel Insurance Services at <http://www.travelinsure.com/what/imedhigh.htm?32635> or by calling 800-937-1387.

Based upon our years of experience with unexpected passenger cancellations, we also strongly recommend the purchase of a short-term travel insurance policy. A brochure and application is enclosed in your confirmation packet. Please let us know if you'd like us to send additional forms. This policy offers accident, baggage and trip cancellation protection and offers a full refund if you cancel at any time for medical or health reasons. For further information you may call Travel Insurance Services directly at 800-937-1387. This coverage also includes the medical emergency evacuation insurance noted above.

**Please initial: I certify that I have read and understand the cancellation policy. I understand it is my responsibility to purchase evacuation insurance in order to participate in this trip and to purchase or decline the additional travelers' insurance coverage which includes trip cancellation insurance.** \_\_\_\_\_

Please return to  
R.O.A.M., Inc.  
PO Box 1111  
Angels Camp, CA 95222  
209 736-4677  
209 736-2902 (fax)