

**Liability Release and Assumption of Risk Agreement
for Travel Associated with Eko Tracks**

This tour involves international travel including travel on commercial airlines, vehicular travel, various types of activities, excursions, foods and lodging characteristic of the sites to be visited. There are always inherent risks associated with travel to and in a foreign country. Eko Tracks cannot control such risks and cannot guarantee the safety of participating clients. Eko Tracks as used herein means its owners, employees, guides, and associates.

In consideration of being accepted to participate in Eko Tracks' tour, I _____ the undersigned wishes to participate in the _____ Eko Tracks tour from _____ to _____ and understand, agree and represent that:

- My participation on the tour, its associated activities and excursions are entirely voluntary.
- I understand that there are inherent and various risks associated with international traveling,
- travel and living in a foreign country, which risks could result in personal injury, trauma,
- damages, disability, or death to myself.
- Eko Tracks does not guarantee my safety, nor can it delineate fully or control the risks
- involved with travel and living in a foreign country.
- I personally assume all of the responsibilities and risks, including those risks not specifically foreseeable at this time, in any way associated with the overseas tour, travel, and living in a foreign country and I release Eko Tracks from any liability and all claims and causes of actions for property loss or damage and/or personal injury, trauma, damage, expense, and/or loss, including death, caused by, derived from, or associated with my participation in this tour.
- I understand that Eko Tracks will contract with independent contractors to provide services on this tour, including transportation, travel services, guiding services. I understand and acknowledge that Eko Tracks has no control over and assumes no responsibility for the actions of any independent contractors and that no independent contractor has the authority to make commitments for, or on behalf of Eko Tracks.
- I understand foreign countries do not offer the conveniences, services, and/or protections, including medical and legal services that I may associate with or be accustomed to in my home country.

- I further understand I should have adequate health, accident, disability, and hospitalization insurance that will provide for coverage abroad and which insurance should include Liability Release and Assumption of Risk Agreement 2/2 emergency medical evacuation and repatriation. I hereby assume full responsibility for all medical expenses I may incur while participating in the overseas tour and release Eko Tracks from any responsibility or liability for any such expenses incurred by me.
- I understand this release covers liability, claims, and actions, which result from any causes whatsoever, and binds my heirs, executors, administrators, as well as myself.
- This release will be governed by and construed in accordance with the laws of the State of North Carolina.
- This Agreement represents my complete understanding with Eko Tracks' responsibility and liability for my participation in the overseas tour, supersedes any previous or contemporaneous understanding I may have had with Eko Tracks on this subject, whether written or oral, and cannot be changed or amended in any way without written concurrence.
- I am at least twelve (12) years of age, or, if not eighteen (18) years of age, I have secured below the signature of my parent or legal guardian, as well as my own. I have read and fully understand the above provisions and the Terms and Conditions Agreement, and agree to be legally bound thereby.

Signature of Participant

Signature of Parent/Guardian

Printed Name

Printed Name

Date

Date

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