



Lumaria Productions

Release of Liability, Assumption of All Risks and Binding Arbitration Agreement (PLEASE READ CAREFULLY--THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)

The payment of a deposit represents acceptance by the tour member(s) of this Release of Liability, Assumption of All Risks and Binding Arbitration Agreement.

Lumaria Workshops do not own or operate any entity that provides, or is to provide, goods or services for your trip including, for example, lodging facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, Lumaria Workshops are not liable for any negligent or willful act or failure to act of any such person, or of any other third party. Lumaria Workshops is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind that may be occasioned by reason of any act or omission beyond its control, including without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, yacht or vessel, local ground handler or guide, whether or not it uses the Lumaria Workshops name, financial default or insolvency of any supplier that is, to, or does supply any goods or services for this trip. Wilderness Travel is not responsible for any loss, injury, death or inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third party, attacks by or bites from wild or domestic animals, pests or insects, epidemics or the threat thereof, sickness, the lack of appropriate medical care and/or evacuation to same, if necessary, weather, strikes, acts of God or government, lost or misplaced luggage, acts of terrorism or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

I am voluntarily participating in this trip (or any trip to which I may subsequently transfer) with the knowledge of the numerous risks and dangers involved including but not limited to negligence on the part of Lumaria Workshops (for example, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to selection of suppliers, locations and otherwise). I acknowledge that the enjoyment and excitement of adventure travel, such as this trip, is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, and are a reason for my participation. I agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

Lumaria Workshops reserve the right to refuse as a trip participant, or remove, at his or her own expense and without any refund, from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines detracts from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety or otherwise presented to me by Wilderness Travel, the trip leaders, or the local ground handler. Lumaria Workshops reserve the right to make route, hotel, itinerary, leader changes and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well being of guests.

BINDING ARBITRATION Any dispute concerning, relating, or referring to this contract, brochures, web information, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration in Marin County, California, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) California law excluding any application or consideration of the California Arbitration Act. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

MISCELLANEOUS MATTERS Lumaria Workshops shall not be liable for (a) expenses such as additional hotel nights and meals not specified in the individual trip itineraries, but which may be required to get to or from a trip start or end; (b) expenses due to the delay of a trip for any reason (e.g., bad weather, trail conditions, land slides, flooding, sickness, etc.); (c) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad.



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Lumaria Workshops reserve the right to take photographic or film records of any of our trips, and may use any such records for promotional and/or commercial purposes without payment.

KNOWING AND VOLUNTARY EXECUTION I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information of this document, especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by trip participants. This contract is accepted by Lumaria Workshops in Marin County, California.

Signature of Applicant _____

Print Name _____

Dated _____

Please mail this Application with your deposit of \$1,500, payable to Lumaria Workshops.

I have already paid my deposit.