

# Trip Application Form

Please  
print or type  
all information.

Trip name \_\_\_\_\_

Departure date \_\_\_\_\_

Your name (as it appears on passport) \_\_\_\_\_

Mailing address \_\_\_\_\_

Phone (office) \_\_\_\_\_ (home) \_\_\_\_\_

FAX or e-mail \_\_\_\_\_

Occupation \_\_\_\_\_ dietary restrictions \_\_\_\_\_

Passport no. \_\_\_\_\_ Date of issue \_\_\_\_\_ citizenship \_\_\_\_\_

Birthday \_\_\_\_\_ sex \_\_\_\_\_ height \_\_\_\_\_ weight \_\_\_\_\_

I am willing to share a double room/tent \_\_\_\_\_ smoker \_\_\_\_\_ nonsmoker

In case of emergency notify \_\_\_\_\_

Address \_\_\_\_\_

Phone (day) \_\_\_\_\_ (evening) \_\_\_\_\_ relation \_\_\_\_\_

Unless you advise to the contrary, **Around The World Adventures, Inc.** will make all domestic and international air travel arrangements according to the trip itinerary as described. Please notify us if you would like to go early, extend your stay after the trip, or add stops en route or returning.

Please arrange air travel from \_\_\_\_\_ Returning to \_\_\_\_\_

Seating Preference \_\_\_\_\_



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**Please read all pages carefully and sign on page 4!**

AWA reserves the right to refuse any person as a member of the tour for any reason and, after acceptance, may reject any person. Baggage is at owner's risk entirely. The Traveler is hereby warned of such risks including sickness and is advised to obtain appropriate insurance coverage against them. In addition the traveler is advised to follow the directions of the Center for Disease Control.

Medical conditions (i.e. diabetes, asthma, etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please describe your health: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the nature and extent of your camping, hiking or other outdoor experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have been advised of and chosen to \_\_\_\_\_ACCEPT\_\_\_\_\_DECLINE travel insurance.

Please mail this application with the appropriate deposit payable to *Around The World Adventures, Inc.* Depending upon the location of the trip, deposits are fully refundable minus a 10% cancellation charge up to 90 days, 50% refundable up to 60 days, and non-refundable less than 60 days, prior to the expedition date. In any of these situations deposits maybe transferred without charge to another trip within one year of their receipt. Final payment for all trips is due 60 days prior to the trip date. Payments made within 30 days of the trip date must be made with certified funds.

**Around the World Adventures:**  
**Acknowledgment and Assumption of Risks & Release and Indemnity Agreement**  
**For adult and minor participants**

**INTRODUCTION**

**Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing.** All participants must sign this Document. For participants under 18 yrs. of age (sometimes referred to in this Document as 'minor' or 'child'), one or both parent/s or legal guardian/s (collectively referred to in this Document as 'parent/s') must also sign. In consideration of the services of Around the World Adventures, Inc., and its owners, officers, directors, employees, representatives, agents, contractors, volunteers, and all other persons or entities associated with it (collectively referred to in this Document as 'AWA'), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

**Around the World Adventures** contracts with individuals or organizations that are independent contractors (not employees or agents) to provide services, and to conduct many of the activities participant may engage in. Although Around the World Adventures has made efforts to locate responsible contractors, these contractors work independently (and may ask the participant to sign their own release document on location). Around the World Adventures does not supervise or control these independent contractors and is not legally liable or responsible for their conduct.

**ACKNOWLEDGMENT & ASSUMPTION OF RISKS**

Engaging in AWA educational and/or adventure or recreation activities in remote, mountainous, ocean or urban areas in the U.S. and in foreign countries involves certain risks. Participant may engage in these activities independently or as conducted by AWA staff or contractors. Activities may be scheduled or unscheduled, supervised or unsupervised, and include free time. These activities vary, but can include: safaris and treks including wildlife and nature observation; SCUBA diving; snorkeling; swimming; sea or other kayaking; canoeing; white-water rafting; other boating or water activities; climbing and mountaineering, including glacial travel; hiking & backpacking; camping; zip lining; bicycling; elephant riding; and aircraft, vehicle, van, train, taxi, subway, bicycle, boat, animal or other transportation (collectively referred to in this Document as 'activities'). **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') of these activities can cause personal injury, property damage, death or other loss to participant or others.** Parent/s of minors give permission for their child to participate in all AWA activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of those risks:**

**Risks present in an outdoor or wilderness environment on land or water.** These risks include travel in mountainous or wilderness terrain both on and off trails. Travel on land or water can be subject to storms, including hurricanes or other natural disasters; strong winds; tides; currents; waves; coral reefs; lightning; rapidly moving rivers or other water bodies; flashfloods; snow or ice; volcanic lava flow; extremely hot or cold weather or water; falling rocks; fallen timber; venomous, stinging or disease carrying animals or insects; poisonous plants; wild and domestic animals and other natural or man-made hazards. Hazards (both on land, and above and below water level) may not be marked and weather is always unpredictable.

**Risks associated with travel in the U.S. or a foreign country.** Travel can involve unique risks, such as political unrest, terrorism and warfare, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction, and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** Although AWA considers current geo-political climates in choosing trip locations, AWA personnel are not experts in assessing the likelihood of terrorist activity, political unrest, the need for vaccinations or other issues. Participant (and parent/s of a minor) are responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization or other sources, should they have concerns about trip locations.

**Risks in decision making.** AWA staff, representatives and contractors must make various judgments and decisions as they conduct educational and/or adventure and recreation activities in changing environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision making and conduct, including the risk that an AWA staff member, representative or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or river and/or terrain route location.

**Personal health and participation risks.** The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. Although AWA personnel may review any submitted health information, AWA cannot anticipate or eliminate risks/complications posed by participant's mental, physical or emotional condition.

**Equipment risks.** The risk that equipment used in an activity, including participant's own equipment, may be misused, or may break, fail or malfunction. Participants choosing to use their own equipment on a AWA trip assume full responsibility for the condition of their own equipment.

**Risks connected with geographic location.** AWA activities may take place in remote places, several hours or days from any medical facility or recompression chamber, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Medical facilities may be primitive, inadequate or inaccessible. Additional delays can result if circumstances require transport back to the U.S. for medical care.

**Risks regarding conduct.** Risks include the potential that the participant, or other participants or third parties (e.g. other drivers, rescue squad, medical facility) may act carelessly or recklessly.

**Risks associated with transportation.** Travel can be on foot or by aircraft, vehicle, van, train, taxi, subway, bicycle, animal (including llamas), boat or other means and can be over rough, mountainous and unpredictable terrain or via oceans, seas or rivers, with intense heat, wind, rain, or other adverse weather conditions. Foreign vehicles generally do not meet U.S. safety standards for seatbelts, tires, tire-tread, brakes and other maintenance.

**Risks associated with free or unsupervised time.** Participants will have free or unsupervised time, before and after the beginning of a trip, and at various other times while they are with AWA. Throughout the trip, during both structured and unstructured activities, all participants share in the responsibility for their own safety.

**Other risks** that are generally associated with educational and/or adventure or recreation activities.

**I acknowledge and agree:**

- To review all AWA trip information and materials received, accurately complete and sign all required forms, and abide by the terms of those documents;
- AWA staff members are available should I have questions about the nature and physical demands of these activities or the associated risks;
- If participant has any mental, physical or emotional condition/s or limitation/s which might affect his or her ability to participate, I agree to disclose those to AWA, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- During both structured and unstructured activities, all participants share in the responsibility for their own safety;
- AWA staff or contractors cannot assure participant's safety or eliminate any of these risks.

**Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of a minor participant) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of a minor participant), resulting from those risks and/or resulting from participant's negligence or other misconduct.**

**RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:**

(1) **to release and not to sue AWA**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my or my child's enrollment or participation in these activities and/or use of any equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against AWA, and agree that neither I, nor anyone acting on my or my child's behalf, will make a claim against AWA, as a result of any injury, damage, death or other loss suffered by me or my child;**

(2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment, including for attorneys' fees and costs) **AWA** with respect to any and all claim/s:

(a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my or my child's enrollment or participation in these activities and/or use of any equipment, facilities or premises; and/or,

(b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my or my child's conduct, in the course of participating in these activities and/or using any equipment, facilities or premises.

**This Release and Indemnity Agreement includes claim/s resulting from AWA's negligence (but not its intentional or criminal misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, products liability, breach of contract or warranty, claims based upon or arising under admiralty or maritime law and any other claim.**

**OTHER PROVISIONS**

I (participant and parent/s of a minor participant) agree that Florida state law (without regard to its conflict of laws rules) governs this Document, any dispute I have with AWA and all other aspects of my relationship with AWA. I agree that any mediation, suit or other proceeding I engage in or assert against AWA must be filed or entered into only in a place of business or state court located in Pinellas County, Florida or in the United States District Court for the Middle District of Florida located in Tampa, Florida. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Florida mediator. I authorize AWA staff, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility, and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by AWA) of any medical records necessary for treatment, referral, billing or insurance purposes. AWA reserves the right to dismiss any participant that staff believes, in their discretion, presents a safety concern or medical risk or conducts him or herself in a manner detrimental to the trip. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.** This Document is effective for participant's enrollment or participation in these activities or use of any equipment, facilities or premises from the date signed through the completion of the AWA trip. All provisions of this Document shall continue to remain in full force and effect following participant's participation/use.

**I (participant and parent/s of a minor participant) agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate. Participant and one or both parent/s must sign if participant is under 18 yrs. of age.**

|                                  |             |                        |   |
|----------------------------------|-------------|------------------------|---|
| _____                            | _____       | _____                  | _____   |
| <b>Participant Signature</b>     | <b>Date</b> | <b>Print name here</b> | <b>Participant's birthdate</b>                        |
| Parent 1 _____                   |             | Parent 2 _____         |   |
| Parent/Legal Guardian Signature/ | Date        | Print Name here        | Parent/Legal Guardian Signature/ Date Print Name Here |