



RELEASE FORM

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING LOTUS ADVENTURES, INC. ("Lotus"), AND ITS AGENTS, EMPLOYEES AND MEMBERS (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees or the acceptance of my application for a reservation in the travel program being planned by Lotus, I hereby freely agree to and make the following contractual representations and agreements.

*I acknowledge that traveling in the manner and to the locations being planned by Lotus for which my application is pending can be hazardous, and I fully realize the dangers of participating in such travel and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers from the elements, such as snow, wind, rain, avalanches, altitude, landslides, as well as from treacherous river crossings, general travel contingencies in underdeveloped countries including food and water quality, use of private airports and private airlines, private trekking companies and their travel arrangements, and **THE RELEASEES' OWN NEGLIGENCE**.*

*For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT SUE the Releasees FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the travel program. I agree it is my sole responsibility to be familiar with the travel plans and arrangements, the Releasees' rules, and any special regulations for the travel program. I understand and agree that situations may arise during the travel program. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this travel program, or would interfere with my ability to participate in this travel program.*



I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions which shall remain binding and enforceable.

EXECUTED this _____ day of _____, 20 _____.

Signature: _____

Name: _____

Address: _____

Phone No: _____



CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the travel program for which this Release Form is submitted, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THIS RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my

Child because of my Child's participation in the travel program, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the travel program.

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EXECUTED this _____ day of _____, 20 _____.

Signature of parent or guardian:

Name: _____

Address: _____

Phone No: _____