



WIDE AWARE

WIDE AWARE ADVENTURE PROGRAMMES INDEMNITY FORM

I, the undersigned, indemnify **WIDE AWARE**, hereinafter known as THE COMPANY (including all its agents, representatives, members, associates, organizers, employers and employees), against all responsibility or liability whatsoever for any accident or bodily injury to myself or damage to my property whilst traveling under the auspices of Wide Aware.

I hereby acknowledge, confirm and record that I understand the risks inherent in adventure travel and associated adventure activities. I record that I have read and understood and agree to the terms and conditions set out in the various paragraphs detailed below, in particular regard to the legal aspects of my travels, especially those related to bookings and insurance.

INSURANCE

All insurance is solely the responsibility of the client. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility and Wide Aware shall not be liable for any refund of the tour rate whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and Wide Aware cannot accept any liability for any loss or damage of baggage or personal effects.

LIABILITY

Clients hereby acknowledge, confirm and record that they understand the risk inherent in Adventure travel and associated activities. The clients are accepted on the tour and undertake to do the tour, travel or activity at his /her own risk. Such risk could include injury, disease or death. The client agrees and concedes that Wide Aware and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

INDEMNITY

I undertake to indemnify and hold harmless and free the company from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common-law wife/husband, children, whether minor or adult, or relatives and/or any person accompanying me on my venture with the company, and/or using the company's facilities, whether as my invitee or otherwise, who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss whilst on the premises and arising from any cause whatsoever (including but not limited to any act of commission or omission, or from the negligence or gross negligence on the part of the company).

I further undertake to hold harmless and free the company from any and all claims and liability of whatsoever cause or nature which may arise as a result of a claim and/or action being made against it by any travel agent, booking agent or other agent relating in any way to a claim or action that I or my spouse, common-law wife/husband, children (whether minor or adult) or any other dependant of mine may make.

HEALTH

The client acknowledges an awareness of the proposed itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to Wide Aware before the commencement of the tour. Any failure to declare may result in cancellation of his /her booking.

WIDE AWARE RESPONSIBILITY AND RIGHTS

The information in any brochure, leaflets and advertising is given in good faith by Wide Aware, and is based on the latest information available to Wide Aware. Wide Aware reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund. Clients should be aware that representatives of Wide Aware may take photographs and films of clients while on any of the tours and, Wide Aware reserves the right to use such material for any advertising or brochure production without the prior consent and without payment to the client.

WIDE AWARE ADVENTURES AUTHORITY

The decision of the tour leader employed by Wide Aware Adventures will be final on all matters. Wide Aware shall not be responsible for or liable for any client who commits an illegal or unlawful act in any countries visited. The client may in such circumstances be excluded from the programme without a refund. If Wide Aware considers a client unsuitable for a tour it may at its sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers Wide Aware may in its sole discretion decline to carry the client further without any refund whatsoever.

