

# RELEASE, LIMITATION OF LIABILITY, ASSUMPTION OF RISK & BINDING ARBITRATION AGREEMENT



*Please read carefully: This is a legally enforceable waiver of rights. A parent/legal guardian must sign for participants under age 18.*

As part of the payment for participating in the Tour organized or provided by MIR Corporation, a Washington corporation dba in the State of California as MIR Corporation Tours (“MIR,” “we,” or “us”), I, an adult participant and/or parent or legal guardian of a participant under the age of 18 (“minor”), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf and on behalf of any minor for whom I am signing.

**RESPONSIBILITY:** In booking with MIR, I understand and agree that MIR purchases or reserves travel-related services on my behalf from independent service providers (“Supplier” or “Suppliers”) that will provide transportation, lodging, meals, activities, touring, equipment/gear, guide or Tour manager services, among other services. Because MIR does not own or control any of these independent service providers and suppliers, including various entities that may use the MIR name or logo, it is not responsible for any delay, inconvenience, accident, financial expense, injury, loss, death, damage or irregularity of any kind caused by any negligent or willful act or failure to act or default (financial or otherwise) of any such person or entity, nor for any act or inaction of any other third party not under its control.

**ACKNOWLEDGEMENT AND ASSUMPTION OF ALL RISKS:** I am participating in the Tour with knowledge of the inherent hazards and risks involved in travel and activities in which I voluntarily choose to participate, including, but not limited to (all collectively referred to in this Release as “Risks”): negligence in any matter on the part of MIR; emotional trauma; disfigurement, temporary or permanent disability, including paralysis; death; motor vehicles, aircraft, trains, boats and all other conveyance; roads, trails and accommodations which are not maintained or operated to standards common in the United States; traveling in remote, unsafe or politically unstable areas; forces of nature; acts of God; physical exertion for which I am not prepared; transportation failures; equipment failures or deficiencies; the unpredictability of weather; civil

disturbance; terrorism or the threat thereof; war; strikes; social or labor unrest; criminal activity; consumption of alcoholic beverages; high-altitude conditions; bites, stings or attacks by animals, insects or pests; sickness; risks associated with food allergies and/or medical conditions including, without limitation, the failure of any supplier to adhere to my dietary, medical or allergy related protocols; accident or illness in remote locations without access to rapid rescue or medical facilities; the adequacy of medical attention if and once provided; sanitation issues; quarantine; epidemics or pandemics or the threat thereof; border closures; government travel restrictions or warnings; regulations or orders, acts or non-acts of any governmental entity or official; diplomatic or health organization (e.g., World Health Organization) warnings; foodborne, airborne, and communicable illnesses and disease; schedule changes; overbooking or downgrading of accommodations; insolvency or financial default by third party service providers; climatic conditions; abnormal conditions or developments; negligence by third party service providers; negligence or intentional actions by other participants including traveling while sick with or without symptoms; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; or any actions, omissions or conditions outside of or MIR’s control not mentioned herein. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from these and other inherent risks of travel.

**I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.** If signed on behalf of a Minor, I have discussed the travel risks with the Minor, and he or she wishes to participate in the Tour nevertheless.

I understand and agree that MIR’s itineraries are subject to change without notice or allowance of refund due to changing conditions in the field and MIR may, as it feels necessary, among other things, substitute any method of transportation, accommodation, Tour manager, guide or trip feature. I understand and agree that any additional charges or costs that I incur from changes to my trip or itinerary (e.g., delay, postponement, extension, adjustment) due to weather, equipment, flight schedule changes, illness, government action or any other cause not within MIR’s control are my sole responsibility.

**MEDICAL AUTHORIZATION:** I hereby give MIR and the Suppliers permission to attempt to arrange emergency medical treatment for me, at my sole expense; I agree to hold MIR and the Suppliers harmless for the provision, non-provision or negligent provision of such services; and agree to pay all costs of rescue and/or medical services if and when rendered on my behalf. Medical services or facilities may not be readily available or accessible during all or part of the Tour, and I agree to assume all risks associated with illness, death, injury as well as the lack of appropriate and timely medical attention. I certify that I have travel insurance which will cover personal accidents, medical expenses, medical evacuation, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to me.

**RELEASE AND WAIVER OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE:** I acknowledge having received full disclosure and the opportunity to have this Release reviewed by an attorney. Subject to such acknowledgement, and by voluntarily signing and delivering this Release, **I (including, but not limited to, my heirs, successors, assigns, beneficiaries, agents and legal representatives) FOREVER RELEASE AND DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE MIR, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“Released Parties”) FROM AND AGAINST any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind (including, as permitted by law, claims, causes of action, demands or suits which allege MIR’s negligent acts or omissions)** which I now have or may later have against Released Parties arising out of, relating to, or in connection with any MIR Tour, including, but not limited to, any claim for property loss, damage, injury or death that I might suffer. This RELEASE shall be legally interpreted to the fullest extent permissible; and, should any portion be held invalid, it is agreed that all other parts shall continue in full legal force and effect. I also acknowledge that I shall have no right to sue MIR, other than to enforce the arbitration clause, which shall control all legal claims. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS AND LEGAL TERMS OF THIS RELEASE. I UNDERSTAND THAT IT IS A LEGALLY BINDING CONTRACT AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK.**

**IMAGE RELEASE:** I acknowledge that during a MIR Tour, my image, likeness and personality may be captured on photograph, video and on other media (the “Personal Images”), and I grant MIR express permission to use these Personal Images for promotional and other business purposes without my review or compensation to me.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this agreement, MIR’s travel services, MIR’s Tour brochures and catalogues, or any other materials that concern my Tour, or the Tour itself, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Seattle, Washington, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Washington law. 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 of this contract is void or voidable.

**By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK & BINDING ARBITRATION AGREEMENT,** I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. 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 agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. I also acknowledge that I have had an opportunity to ask any and all questions that I may have, and that MIR has answered all questions to my satisfaction. My signature applies to all pages of this document.

By signing, I also acknowledge that I have carefully read and fully understand and agree to the contents and legal consequences of [MIR’s Booking Terms and Conditions](#), the itinerary of my specific trip, and any other MIR material that governs my trip.

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Print Name of Traveler

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Signature of Adult Traveler/Parent of Minor Traveler

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Date

**Please Review and Sign this Release and all required Forms at: [www.mircorp.com/reservation-form/](http://www.mircorp.com/reservation-form/)**