



Please read carefully, sign and return to The Red Rock Trek & Expedition Co Ltd.

FAX: 86 10 6508 3550

Clients may also provide a signed copy to a representative of The Red Rock Trek & Expedition Co Ltd immediately before commencing their tour.

### **Release of Liability, Assumption of Risks and Responsibilities**

In consideration for The Red Rock Trek & Expedition Co Ltd allowing my participation in the event for which I am registering, I freely agree to and make the following contractual statements and agreements:

#### **Risks of Trekking**

I understand that participating in the trekking tour offered by The Red Rock Trek & Expedition Co Ltd for which I am registering is a potentially hazardous activity. I fully realize and appreciate the dangers of trekking and rafting and fully assume the risks associated with this activity. I understand that trekking in less developed foreign countries such as China significantly increases the danger of trekking. I fully accept and assume all risks including, by way of example but without limitation, physical injury, mental injury, the dangers arising from potential animal attacks such as dog bites, surface hazards, equipment failure, inadequate safety equipment, the effect of weather, including extreme temperature or conditions, traffic, the condition of the road, lack of adequate traffic laws, and participating in event along the route. I understand that potentially dangerous situations which are beyond the control of The Red Rock Trek & Expedition Co Ltd may arise during the tour. I assume the risks of all dangerous conditions during the The Red Rock Trek & Expedition Co Ltd event and waive any and all specific notice of the existence of such conditions.

Knowing the risks involved, I agree to assume those risks, and to release The Red Rock Trek & Expedition Co Ltd and its employees, agents, and officers for any property damages, illness, injury or death that may occur in travel to and from these tours. I agree to have adequate medical insurance including evacuation insurance coverage for the duration of The Red Rock Trek & Expedition Co Ltd event. If I am incapacitated, I give my consent to allow emergency medical treatment for my injuries and/or medical evacuation if necessary. I acknowledge that The Red Rock Trek & Expedition Co Ltd does not guarantee the reliability or safety of suppliers of services to tours. I also understand that The Red Rock Trek & Expedition Co Ltd makes no explicit guarantee for my safety or protection while on tour. I will assume and pay all medical and emergency expenses incurred by me in the event of illness, accident, or other incapacity regardless of whether I have authorized such expenses.

#### **Participant's Responsibility**

I understand that I will be trekking at my own risk and I will not participate unless I have been properly trained, physically and mentally able to do so. I acknowledge that I have no physical or medical condition which to my knowledge would endanger myself or others if I participate in this tour which may include vigorous physical activity. I assume responsibility for the adequacy, safety and condition of any equipment I choose to bring. I affirm that I will be trekking at my own risk and

release The Red Rock Trek & Expedition Co Ltd and all its employees from liabilities for any damages, injury, or death, which may occur to me or anyone else.

I agree to abide by all rules established by The Red Rock Trek & Expedition Co Ltd, to conduct myself in a safe and respectful manner at all times and respect the rights and privacy of other trip members. I understand that if I leave prior to the daily starting time or walk on a different route than described, that I will not be able to receive all the services described in advertisements or other literature. I further agree to obey the laws and customs of China. The Red Rock Trek & Expedition Co Ltd reserves the right to refuse service to anyone at any time prior to or during the trip, if in The Red Rock Trek & Expedition Co Ltd sole opinion, an individual's physical condition or behavior is incompatible with the enjoyment of the group as a whole. I also acknowledge that The Red Rock Trek & Expedition Co Ltd will not be responsible for any lost or stolen equipment, luggage, money or personal items at any time during the tour.

I acknowledge that since I have freely chosen to participate in a trekking tour in China, that I may not receive the same level of government services or protection in China as I would in my home country and that travel in less developed countries such as China may entail risks greater than those in my home country.

The Red Rock Trek & Expedition Co Ltd is not responsible for refunding airline fees due to change in itinerary or tour cancellation or theft of any personal gear. I also give my permission for use of my name, photograph, motion picture, recordings and evaluations by The Red Rock Trek & Expedition Co Ltd for promotional materials. All information provided by The Red Rock Trek & Expedition Co Ltd including but not limited to route maps, instructions, directions is privileged information and all contents are copyrighted. Reproduction by permission only.

I agree that if any part of this The Red Rock Trek & Expedition Co Ltd Liability Release, Assumption of Risks, and Responsibilities Agreement is found to be void or unenforceable, then only that section will be stricken but the rest will remain in effect. I agree that if I or my successors sue or assert any claim against this agreement, I or my successors 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 or such claim for willful and wanton negligence.

### **Release**

I have read and accepted the terms contained in this document entitled "Fine Print". I hereby waive release and discharge, for myself, my heirs, my executor, successors, assigns, and administrators any rights or claims which I have or may hereafter accrue to me against the officers, employees, owners, volunteers and staff of The Red Rock Trek & Expedition Co Ltd

Tour Name and Code:

Dates of Tour:

Name of Client (print):

Signed

Date