

ASSUMPTION OF RISK, WAIVER AND RELEASE

IMPORTANT NOTICE: YOUR REGISTRATION IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN, AND RETURN WITH YOUR DEPOSIT. YOU WILL NOT BE CONFIRMED ON THE TRIP UNTIL YOU HAVE SIGNED THE RELEASE AND INDEMNITY AGREEMENT.

RELEASE AND INDEMNITY AGREEMENT

Each registrant named on the reverse desires to participate in the tour(s) listed thereon. Therefore, each registrant knowingly and voluntarily **WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES** Victor Emanuel Nature Tours Incorporated, a Texas corporation, its agents, servants, employees, shareholders, officers, directors, attorneys, contractors and sub-contractors, past, present, and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that registrant's participation in the tour(s) (collectively, "Claims"). **IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.**

I/we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, as contained within the detailed itinerary for the tour, by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems listed on the reverse, each registrant is in good physical health and able to tolerate the physical demands of the tour(s).

Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the

Signature (1) _____ Date _____
(signature of registrant) (month/day/year)

Print Name (1) _____

tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Travis County, Texas. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Austin, Travis County, Texas, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Texas. No waiver of this agreement to arbitrate shall be enforceable on the parties, and judgment hereon may be entered by a court in Travis County, Texas having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Travis County, Texas. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement.

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter thereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals. **THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, VICTOR EMANUEL NATURE TOURS, INC., AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY VICTOR EMANUEL NATURE TOURS, INC. SHALL BE IN TRAVIS COUNTY, TEXAS.**

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement. If more than one client is registered from the same household, both signatures are required on this form.

Signature (2) _____ Date _____
(signature of registrant) (month/day/year)

Print Name (2) _____

TOUR PAYMENTS

Deposits and payments can be made by check or money order (in U.S. dollars) or credit card (MasterCard or Visa).

It is strongly recommended that trip cancellation insurance be purchased to protect you against losses due to accidents and/or illness. Check with your insurance agent regarding coverage you may presently have via other insurance policies that may cover illness during your trip. Waiver for pre-existing conditions is available; however, stipulations apply, usually regarding the purchase of the insurance soon after registering. Contact VENT office prior to registration for details.

TOUR REGISTRATION AND CANCELLATION POLICIES

Most tours to North America : The deposit is \$300 per person. Full payment of the tour fee is due 120 days prior to tour departure. Refunds are made according to the following schedule: If cancellation is made 120 days or more before departure date, the deposit less \$150 per person is refundable. If cancellation is made between 120 and 90 days before departure date, the deposit is not refundable, but any payments covering the bal-

ance of the fee will be refunded. If cancellation is made fewer than 90 days before departure date, no refund is available. This policy and fee schedule also applies to pre-trip and post-trip extensions, as well as any transfers from one tour or extension to another. **We strongly recommend the purchase of trip cancellation insurance to protect yourself.**

Most tours to Alaska, Mexico, Central and South America, Europe, Africa, Asia, and Australia: The deposit is \$500 per person. Full payment of the tour fee is due 120 days prior to tour departure. Refunds are made according to the following schedule: If cancellation is made 120 days or more before departure date, the deposit less \$300 per person is refundable. If cancellation is made fewer than 120 days before departure date, no refund is available. This policy and fee schedule also applies to pre-trip and post-trip extensions, as well as any transfers from one tour or extension to another. **We strongly recommend the purchase of trip cancellation insurance to protect yourself.**

Cruises and Special Departures: Each cruise and special departure has its own deposit and cancellation policy. **Please refer to the detailed itinerary for specific information.**

TOUR PAYMENT BY CREDIT CARD (MASTERCARD OR VISA)

MC/Visa (number) _____ 3-digit Security Code _____ Exp. Date _____ Amount \$ _____

Billing address for card if different from home address _____

Name on Card _____ Signature _____ Date _____

IF YOU WOULD LIKE VENT TO BOOK YOUR AIR TRAVEL, PLEASE CALL THE VENT OFFICE AT 1.800.328.VENT (8368) OR 512.328.5221 OR EMAIL US AT INFO@VENTBIRD.COM.

VICTOR EMANUEL NATURE TOURS REGISTRATION FORM

2525 Wallingwood Drive, Suite 1003
Austin, TX 78746
Phone: 1.800.328.VENT (8368) or 512.328.5221
Fax: 512.328.2919
Email: info@ventbird.com
Web: www.ventbird.com

FOR OFFICE USE ONLY

Tour Code _____ Ltr Type _____ Amt _____

**PLEASE PRINT.
SIGNATURE REQUIRED ON RELEASE FORM ON REVERSE SIDE.**

TOUR INFORMATION

Tour Name _____ Start Date _____

If offered, do you wish to participate in Pre/Post tour(s)? Yes No If yes, list Pre/Post tour name(s). _____

PARTICIPANTS

(1) Name _____ Preferred Name _____ Gender _____
(as listed on passport)

(2) Name _____ Preferred Name _____ Gender _____
(as listed on passport)

Address _____ City _____ State _____ Country _____ Zip _____

E-Mail Address _____ (Unless the VENT office is notified, email address will be included on the participant list for this tour.)

Phone (Home) _____ (Business) _____ (Cell) _____

PASSPORT INFORMATION (For international destinations only.)

(1) Passport Number _____ Exp. Date _____ Country Issued _____ Date of Birth _____
(month/day/year) (month/day/year)

(2) Passport Number _____ Exp. Date _____ Country Issued _____ Date of Birth _____
(month/day/year) (month/day/year)

ACCOMMODATIONS

I would like a room with 1 bed 2 beds I would like single accommodations, if/when available at additional cost.

Please try to find me a roommate. I smoke I snore I will be rooming with (if known) _____

If you are registering for a cruise, please give two cabin category preferences. _____

IN CASE OF EMERGENCY

In case of emergency, please notify Name _____ Relationship _____ Phone _____

ADDITIONAL INFORMATION

Describe/assess your physical condition.

(1) _____

(2) _____

Please provide us briefly with pertinent medical information, including medications. (For long lists, please type or print a separate sheet and include it with this form.)

(1) _____

(2) _____

List any dietary requirements. (Provisions for special dietary requirements may not be available at all destinations.)

(1) _____

(2) _____