## RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

Please read carefully: This is a Legally Enforceable Contract

Go Now Adventures LLC ("Go Now Adventures") gives notice that the services provided in connection with your trip itinerary, including for example, transportation companies, hotel or other lodging facilities, restaurants, adventure trip companies, equipment suppliers, and other goods or services used, are purchased from various local independent travel suppliers.

Go Now Adventures does not own or operate these entities. By using the travel services of these independent suppliers ("Independent Suppliers"), Go Now Adventures, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "Go Now Adventures LLC") shall not be liable for any negligent or willful act or failure to act of any such person, or of any other third party.

You understand that the responsibility of Go Now Adventures is strictly limited. As a US-based adventure travel company, Go Now Adventures LLC organizes, promotes, and sells tour programs consisting of, but not limited to, the travel services mentioned above, which Go Now Adventures purchases or reserves from various suppliers on your behalf.

Please be aware, and clearly understand that the suppliers providing travel services for tour programs sold by Go Now Adventures are independent contractors and are not agents or employees of Go Now Adventures, nor does Go Now Adventures act as an agent for any supplier of travel services.

You acknowledge that you have voluntarily applied to participate in the trip designated on your reservation form (or a trip to which you may subsequently transfer). You are voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: physical exertion for which you are not prepared; forces of nature; transportation failures whether by plane, auto, truck, boat, kayak, bicycle, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals, stings and bites from insects and pests, breakdown or faulty maintenance of equipment; insufficient instruction or assistance; high altitude, accident or illness without access to means of rapid evacuation or availability or medical supplies or services; the adequacy of medical attention once provided; stolen, lost, or misplaces luggage or property or shipped purchases or other goods home from abroad.

You understand that Go Now Adventures LLC will have no liability regarding the adequacy of any evacuation plan, medical risks incurred by travel, and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment. YOU AGREE TO BE RESPONSIBLE FOR YOUR OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, LOSS, EMOTIONAL TRAUMA OR DEATH.

You acknowledge that the cost of all Go Now Adventures trips are based upon trip participants executing this Release of Liability, Assumption of All Risks, and Arbitration Agreement.

To the fullest extent permitted by law, you, an adult traveler, or as parent or legal guardian of a minor under the age of 18 who participates on a Go Now Adventures trip, for yourself, the minor, your heirs, legal and personal representatives, next of kin, including your spouse, successors and assigns (individually and collectively, "Releasors"), expressly RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE Go Now Adventures, its owners, shareholders, officers, employees, directors, representatives, volunteers, successors and assigns (individually and together, "Released Parties") from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which you or the Child now have or may later have against the Released Parties arising out of, relating to, or in connection with the trip arranged through or provided by Go Now Adventures, whether arising from the Released Parties' negligence or otherwise. In addition, you agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless the Released Parties with respect to losses as a consequence of your or the minor's own actions or inactions, whether arising from the Released Parties' negligence or otherwise. Neither Go Now Adventures, nor its employees, officers, agents, directors, representatives, can be held responsible for any accident, injury, illness or death sustained during the course of the trip, whether or not this accident, injury, illness or death is deemed to be caused through negligence on the part of the Go Now Adventures, and/or the Independent Suppliers.

In addition, you agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless each Released Party from any and all claims, actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to you or the minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

I agree that the terms of this agreement shall serve as a complete release and express assumption of risk for myself, all members of my family and all minors traveling with me or on whose behalf I am signing this agreement, including the Minor (collectively encompassed by the term "their" in this paragraph), my and their heirs, as well as my and their next of kin, successors, assigns, and legal and personal representatives, with said obligations not dischargeable in bankruptcy. It is my intention to fully assume all risks associated with the Tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.

## PHOTOGRAPHY RELEASE

You grant Go Now Adventures, as well as those acting on its behalf, a worldwide, royalty-free, perpetual license to use, re-use, distribute, display, create derivative works of, and reproduce any images, photos, or videos that you provide to us (whether directly or through a photo sharing service) (collectively, "Your Images") in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for any purpose, including to promote and publicize our travel products and services worldwide.

You also acknowledge and agree that we or other parties, including but not limited to our third party suppliers and other participants, may during your trip take or create images, photos, sound recordings and videos in any format that contain or feature you or any minor under 18 years of age traveling with you (collectively, "Trip Images of You"). These images may contain your or the minor's name, likeness, identity, photographic image, videographic image, or oral or recorded statements.

You agree that Go Now Adventures and its suppliers may use Your Images and the Trip Images of You for any purpose, including to promote and publicize our travel products and services, and grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images without your prior inspection.

Should you have specific photography concerns, please bring them to our attention prior to your trip.

## **BINDING ARBITRATION**

In the unlikely event of any dispute concerning, relating, or referring to this contract, or any literature concerning your trip, or the trip itself, you agree to the following conditions: 1) the dispute shall be resolved exclusively by binding arbitration in Bensenville, Illinois according to the then existing rules of the American Arbitration Association; 2) the maximum amount of recovery to which you will be entitled from Go Now Adventures LLC under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging your travel. Such proceedings will be governed by substantive Illinois law. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.