

## Assumption of Risk and Liability release

For Avoidance of doubt submitting on our online booking form by your self or legal guardian or person acting with your consent on your behalf is confirmation that you have read and agree to the following:

WITHOUT LIMITATION, XTREME GAP IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIAS, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF XTREME GAP, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

II. ACKNOWLEDGMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the travel or vacation package ("Vacation Package" or "Trip") arranged at my request by Xtreme Gap may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognise the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Xtreme Gap or the negligence or participation of other participants, contractors and/or subcontractors to Xtreme Gap. I also recognise and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behaviour and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the

potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of Xtreme Gap.

IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by Xtreme Gap, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Xtreme Gap, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith.

**I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF XTREME GAP.**

V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Xtreme Gap, its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

VI. MEDICAL AUTHORISATION: I hereby authorise any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

VII. MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.