

Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement

The Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement must be agreed to by all parties that are reserving with First Light. For children under 18, a parent or guardian must agree on his/her behalf. Please read the following statements, sign and mail or fax this form back to the address below:

FIRST LIGHT ACTIVE TRAVEL, LTD, their officers, directors, employees, shareholders, subsidiaries, agents, affiliates, successors, and assigns (collectively FIRST LIGHT) does not own or operate any entity which is to, or does provide goods or services for your trip including, for example, tour guide services, equipment suppliers, transportation companies, lodging facilities, food service providers, childcare providers etc. As a result, FIRST LIGHT is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

I acknowledge I am voluntarily applying for this trip, or a similar trip that I may transfer to, listed on the Booking Form with the knowledge that travel, whether by bike, horseback, plane, train, boat, or on foot contains some inherent risks of illness, injury or death, all of which may be caused by, but not limited to: negligence on the part of FIRST LIGHT, myself or others; physical exertion for which I am not prepared, consumption of alcoholic beverages, forces of nature or other known or unknown agencies, risks associated with impure water or food; criminal activity; terrorism; civil unrest; loss, theft or misplaced luggage, property or bicycles; mechanical breakdown or failure of bicycles or other bike equipment, failures by foot, plane, train, auto, boat, canoe or kayak, or any other forms of transportation; wild or domestic animal attacks; lack of available medical supplies or services in the case of accident or illness; lack of rapid evacuation or adequate medical attention once provided. I acknowledge that such risks may be present before, during and after the trip that I am voluntarily participating in, under the arrangements made by FIRST LIGHT and its agents or associates. I recognize that the enjoyment and excitement of adventure travel is derived in part from the inherent 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 and excitement, being a reason for my participation. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, loss, theft, damage, illness, injury, emotional trauma or death. I hereby agree to provide my own insurance appropriate to my needs and the needs of my family or dependents in respect of such delay, unanticipated events, inconvenience, loss, theft, damage, illness, emotional trauma or death.

I acknowledge that the cost of all FIRST LIGHT trips are priced on the basis of trip participants executing this Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement. In consideration of, and in part payment for, the right to participate in the trip(s), and activities, services, food arranged for me by FIRST LIGHT, its employees, directors, associates, agents and guides, I have and do hereby fully assume all risk of illness, injury or death and hereby release and discharge forever FIRST LIGHT from and against any and all actions, claims or demands for damages resulting from my participation in the trip. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release FIRST LIGHT from any and all liabilities to the maximum extent permitted by law.

I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the trip. I understand that FIRST LIGHT reserves the right to decline accepting or retaining any trip participant, or remove from any trip, in FIRST LIGHT'S sole judgment, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, impedes the operation of a trip, or who it determines to detract from the enjoyment and welfare of the trip by others. I agree to follow all written and verbal rules of safety presented to me by FIRST LIGHT.

I understand that FIRST LIGHT reserves the right to take photographic or film records of any of its trips and hereby agree that FIRST LIGHT, or their designate, may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom FIRST LIGHT may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by FIRST LIGHT.

Trip participants agree that FIRST LIGHT ACTIVE TRAVEL, LTD, is the trustee of the respective rights of FIRST LIGHT under this Release. This Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement will apply to a trip participant's trip with FIRST LIGHT and any transfer of a reservation to another trip, including any pre-trip or post-trip extensions. This Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement is binding upon all members of the traveler's family, dependants, estate, heirs, successors and legal personal representatives.

BINDING ARBITRATION

I agree that any claim or dispute arising out of or relating to this Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement or its interpretation, website, or other literature concerning my trip, the trip itself or the trip participant's relationship with FIRST LIGHT shall be resolved exclusively by binding arbitration according to the then existing rules of the Chartered Institute of Arbitrators in London, England. Such proceedings will be governed by substantive English law excluding any application or consideration of the Arbitration Act of 1996 of England.

I also acknowledge that I have carefully read FIRST LIGHT general information including its policy on cancelled trips, refunds and insurance and agree to all stated conditions set forth on the FIRST LIGHT web site and printed materials. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and FIRST LIGHT and/or its affiliated agents and I sign of my own free will and in its entirety.

Signed _____
Date _____

Signed _____
Date _____

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