## PACE's Acceptance of Terms & Conditions

This form is intended as a consent form for Professional Adventures in Continuing Education, LLC's ("PACE") travelers. One form is provided for every traveler, to be returned to our office within 14 days.

## **Release of Claims**

By signing this form, I attest that I am in good general health and mobility and am capable of performing the activities on this trip. I further attest that I am capable of caring for myself during the trip and that I will not impede the progress of the group or the enjoyment of others. I understand that this adventure may take me far from the nearest medical facility and that all attendees must be self-sufficient. I am further aware that an emergency evacuation may be unavailable, expensive or delayed. I certify that I have not been recently treated for, nor am I aware of, any medical condition, infirmity or disability (physical or mental) that would create an unreasonable risk to myself or pose a hazard to other members of the trip. For the purpose of inducing PACE to take me on PACE's Program that I have purchased from PACE, I covenant, acknowledge and agrees as follows:

I am 18 years of age or older, I am capable of freely giving or withholding my consent, and I have feely entered into the waiver, release and indemnity set forth in this agreement (this "Waiver"). I acknowledge that PACE's Programs are conducted in remote areas, and that there are significant risks inherent in PACE's Programs. These risks may include, but are not limited to: (a) mechanical breakdown of PACE's Program vehicle(s) or bicycles; (b) becoming stranded in remote areas; (c) being subjected to difficult terrain and a very harsh climate; and (d) strenuous physical activity.

Having acknowledged an understanding of these risks, I hereby remise, release, forever discharge and save harmless PACE of and from all claims, demands, rights, causes of action, costs and liabilities of every nature and kind whatsoever in law or inequity ("Claims") which may arise during, as a result of or in connection with PACE's Program and the goods and services provided by or for PACE. Without limiting the generality of the foregoing, I hereby release PACE of and from any and all Claims which may now exist or hereafter arise from or by reason of injury, death, sickness or loss whatsoever suffered by me or from damage to any property (including loss or theft of personal property) suffered by me at any time while I am on

PACE's vehicles or facilities.
This waiver shall apply whether or not any such Claims arise, from an act of omission of PACE. I agree not to make any claim or take any proceedings against any other person, corporation or other entity who might claim contribution, indemnity or other relief from PACE.

This waiver shall be binding on myself, my family and any attorney, heir, agent, executor, trustee, representative or assignee of mine. I hereby indemnify and save harmless PACE for any Claims against PACE by any member of my family, my employer or any other person for whom or to whom I am or may be responsible, whether at law or otherwise.

The terms "Professional Adventures in Continuing Education, LLC" and/or "PACE" expressly includes all companies and persons affiliated with PACE and their respective officers, directors, shareholders, partners, employees, insurers, agents, representatives, local operators, corporate affiliates or sponsors and all of their respective heirs, executors, administrators, successors,

assigns and personal representatives.

I agree to follow all rules, guidelines, policies, regulations and recommendations (the "Rules") made by PACE, and to indemnify PACE for any costs or losses which are caused by or arise in connection with my failure to follow any such Rules of which I have been made aware by PACE, whether verbally or in writing.

I acknowledge that during a PACE Program, my image,

likeness and personality may be captured on photograph, video, sound recording, live-action Internet transmission and other media (the "Personal Images"), and that PACE may wish to use these Personal Images for promotional and other business purposes. I hereby relinquish and forever waive all of my rights relating to the content of the Personal Images and their being captured, reproduced and used (whether or not for profit) on any such media form(s), including any privacy rights or

rights to be copyright, moral rights or any other rights that I may have in the content or use of the Personal Images.

I agree that this Waiver shall be governed by laws of Colorado.

I acknowledge that I have read this document carefully before signing it and intend it to be a document signed, sealed and delivered by me under my hand and seal.

## Important! Please Read, Sign and Date

I understand that by signing below I am acknowledging that Professional Adventures in Continuing Education, LLC Itinerary Changes; Getting to the Starting Point of PACE's Trips; Cell Phone Usage On Trips; Terms & Conditions; Safety & Trip Enjoyment; Trip Deposit, Cancellation & Refund Policies; Final Balance For All Scheduled Tours; We Won't Cancel; Singles; Specially Selected Accommodations; Smoking On Our Trips; Luggage Restrictions; Important Form Information; Physical Conditions; Release of Claims; and other sections found in our materials or online have been read and accepted. I give my permission for PACE to charge my final balance, unless previously declined or already paid to my credit card at 90 calendar days prior to departure, unless otherwise noted on the PACE Booking Form and/or PACE Travel Protection Form. Please note: The information contained herein supersedes any and all information provided in our printed material.

Printed Name:	
Signed Name:	
Date:	