

## Adventure Trip Terms & Conditions (Form ID DM-01-2023)

## Important: This document is part and parcel to the completed and electronically signed <u>Walking Connection - Desert Mountain Trip Registration Form</u>. As such, its covenants are an important part of your agreement when registering and traveling with the Desert Mountain Club and Walking Connection. Please review it carefully.

- 1. The Walking Connection makes every effort to accommodate all travelers, we reserve the right to deny trip membership to those individuals with special restrictive dietary requirements or physical disabilities/limitations, or mental limitations that in our sole opinion, we or our vendors may not be capable of meeting.
- 2. Waiting List Policy: On occasion, Walking Connection tours sell out and a waiting list is formed. If this should happen, the following policy will apply. To be put on the waiting list, a fully refundable deposit is due with reservation. If space becomes available, you will be notified at that time and if you choose to go, the standard cancellation policy will then apply. If not, your money will be refunded in full.

Travel Insurance: Medical treatment, emergency transport and evacuation coverage is a requirement of this trip. Please see our website for details. You may choose our preferred vendor, any other travel insurance company, or choose to self-insure.

The Walking Connection strongly recommends the purchase of comprehensive travel insurance that include medical treatment, emergency transport and evacuation, along with trip cancellation protection, personal liability and luggage insurance. We can assist you if you choose to use our preferred carrier <u>Generali Global Assistance</u>. Please refer to our website for more information <u>here</u>.

## Participant Release, Consent to Engage in Potentially Dangerous Activity and Use Of Likeness

By signing this Release, I, the undersigned Participant, acknowledge and agree to the following terms: Definitions: The following definitions will apply to this Release: "Walking Connection," means Taylor Marketing and Management, LLC., d.b.a., The Walking Connection. "Walking Connection and its Sponsors and Affiliates" means Taylor Marketing and Management, LLC., and their affiliates, and all of their respective owners, members, officers, directors, employees, agents, volunteers, and representatives. "Walking Connection Adventure, trip or tour" means a walking and hiking trip to/at/in any destination anywhere in the world conducted by The Walking Connection, as more fully described in the information provided to me by the Walking Connection and any sponsor.

"Desert Mountain," means The Club at Desert Mountain. "Desert Mountain and its Sponsors and Affiliates" means The Club at Desert Mountain., and their affiliates, and all of their respective owners, members, officers, directors, employees, agents, volunteers, and representatives. "Desert Mountain and Walking Connection Adventure, trip or tour" means a walking and hiking trip to/at/in any destination anywhere in the world conducted by The Walking Connection, as more fully described in the information provided to me by the Walking Connection or Desert Mountain and any sponsor.

"I", "Me", or "Participant", "Traveler", "Guest" means me, the person signing this Release. "Release" means this Participant Release and Consent to Engage in Potentially Dangerous Activity.

**WARNINGS**: Participating in any Walking Connection or Desert Mountain Adventure Trip involves potentially strenuous physical activity. You should consult with a doctor prior to engaging in the Adventure or any training in preparation for the Adventure. Exercise is only one part of being healthy, seeing your doctor is another. If, at any time during a training session (whether it is a group session, individual personal training session, self-training session, pre-event training, or other related team activities), you suffer any mishap or injury, we urge you to stop your activity immediately and seek professional medical attention. Any materials provided to you by the Walking Connection or Desert Mountain, its Sponsors and Affiliates is intended to provide general information about walking, hiking, safety while participating in the Adventure, and other events and tours. It is not intended, to act as a medical manual, or guide to self-treatment. Keep in mind that exercise, health and nutritional needs vary from person to person, depending on age, gender, family medical history, current health status, and other individual factors. Before engaging in these, or any other exercise, or recreational activities, we urge all individuals to consult a qualified health professional. He or she is best qualified to advise you about your specific health status, needs and ability to participate in any physical activity.

I am aware that participating in the Adventure includes participating in activities that have certain inherent risks. These activities include, but are not limited to: walking, trekking, hiking, boating, and animal viewing. Some of these activities may occur in remote and wilderness areas. I am further aware that, should I incur any illness or injury during the Adventure, access to emergency personnel, doctors, and hospitals or other treatment facilities may be limited, and that there may be long delays and difficult and potentially painful travel to get to a hospital or other treatment facility. These delays and travel conditions may cause any illness or injury to become worse during such delay and due to such travel required to reach needed professional help. WHILE UNLIKELY, THE RISKS INVOLVED IN PARTICIPATING IN THE ADVENTURE INCLUDE THE RISK OF DEATH OR SERIOUS BODILY INJURY.

**Representations**: I acknowledge that: Walking Connection and Desert Mountain and their Sponsors and Affiliates would not allow me to participate in the Adventure unless I agree to the terms of this Release. I desire to participate in the Adventure. I am agreeing to participate in the Adventure as a free and voluntary act. I recognize that participating in the Adventure has certain inherent risks. I have been advised of the Warnings listed above.

Assumption of Risk and Release: As part of the consideration for participating in the Adventure and any related activity: I ASSUME ALL OF THE RISKS ASSOCIATED WITH PARTICIPATING IN A WALKING CONNECTION and DESERT MOUNTAIN ADVENTURE. I release and discharge Walking Connection and Desert Mountain, and their Sponsors and Affiliates from any and all claims which I have or may have in the future against Walking Connection, Desert Mountain and its Sponsors and Affiliates arising out of or in any way related to my participation in the Adventure. Without limiting the foregoing, this release includes a release of all claims I may have for wrongful death, injury or property damage. This release will be binding on all of my heirs, successors and assigns.

**Right to Use Name and Likeness**: I further grant Walking Connection and Desert Mountain and their Sponsors and Affiliates the right to use my name, voice, likeness, and image, including photograph and electronic pictures or video showing or describing my participation in the Adventure, in any advertising of any type, without payment of any additional consideration. I further waive any right I may have to review or approve the use of my name, voice, likeness or image.

Via my electronic signature submitted with my Walking Connection - Desert Mountain Trip Registration Form (Form ID DM-01-2023) I agree to this Release and Consent to Engage in Potentially Dangerous Activity and Use of Likeness on the dates set forth by my electronically submitted application.