

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BAMBA TRAVEL INC.

(Effective upon purchase of any trip, activity, or service)

By purchasing, booking, reserving, or participating in any trip, activity, service, or product offered, arranged, or sold by **Bamba Travel Inc.**, the customer ("Participant") acknowledges and agrees that **these terms and conditions constitute a binding contract.**

Purchase of any service from Bamba Travel Inc. constitutes **full acceptance** of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement ("Agreement"), **without the need for signature.**

1. Inherent Risks

I acknowledge that any adventure related activity such as rafting, mountain biking, zip-lining/canopy, bungee jumping, trekking/hiking, swimming, horseback riding, camping entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in these activities. In all of the following activities inherent risks include, but are not limited to: the equipment may be faulty; communication from guides may be unclear during the activity and misunderstandings may occur; in the remote terrain in which these activities occur rescue and medical treatment may not be immediately available in the event of an accident. I may encounter dangerous wildlife, insects, etc.; changing weather conditions, storms or even lightning are possible; exposure to the natural elements can be uncomfortable and/or harmful causing sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants' ability to react or respond;

Rafting: The inherent risks associated with the rafting trip in which I am about to participate include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be injured on the raft; there may be errors in food storage or preparations; the raft may break down or be faulty; it is possible that the raft may collide, capsize or sink and I could be "washed" overboard; I can slip or fall during hiking or portaging or getting to and from the raft; the raft or any portion of it may collide with or encounter other rafts, manmade or natural objects including submerged or semi-submerged objects, etc.; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and sometimes death.

Mountain Biking: The inherent risks associated with the mountain biking trip in which I am about to participate include, but are not limited to: uneven terrain, gravel or other visible or hidden obstacles on the mountain biking route, planned or accidental straying from the route.

Zip-lining/Canopy: The inherent risks associated with the zip-lining/canopy trip in which I am about to participate include, but are not limited to: obstacles such as long hair, loose clothing, jewelry, camera equipment that can become entangled in the equipment causing injury; improper use of the safety clips and carabineers may result in injury or death.

Bungee Jumping: The inherent risks associated with the bungee jumping activity in which I am about to participate include, but are not limited to: faulty equipment, negligence on behalf of the staff, death, high blood pressure, vomiting, nausea.

Trekking/Hiking: The inherent risks associated with the trekking/hiking trip in which I am about to participate include, but are not limited to: muddy or wet terrain, visible or hidden obstacles on the trekking route, narrow passages on steep cliff sides, passing porters carrying heavy packs; encountering dangerous wildlife such as donkeys, llamas, cows, dogs; falling from a cliff, unstable or loose rock, landslides, further damage or existing injuries caused by the exertion, altitude sickness, acute mountain sickness, exhaustion, hypothermia.

Swimming: The inherent risks associated with the swimming activity in which I am about to participate include, but are not limited to: drowning, hypothermia, slipping and falling from wet surfaces, exhaustion.

Horseback Riding: The inherent risks associated with the horseback riding trip in which I am about to participate include, but are not limited to: falling off the horse while mounting or dismounting, injury by a horse's kick, bite or buck, planned or accidental straying from the route.

Camping: The inherent risks associated with the camping trip in which I am about to participate include, but are not limited to: unpredictable climatic conditions, snow storms, rain, lightening, loss of personal possessions or valuables from robbery, damage to personal equipment from water leakage, encounters with wild animals, improper water purification or food storage, landslides, rockslides, avalanches.

I understand that my failure to follow instructions and safety regulations on all of the above activities can cause bodily injury to others and/or myself and may result in death.

Adventure travel activities inherently involve risks including serious injury or death. These include but are not limited to: equipment malfunction, remote locations, wildlife, weather, terrain, physical strain, miscommunication, and human error.

Participants understand these risks **cannot be eliminated** and voluntarily accept them.

2. Responsibility for Safety / Third-Party Operators

Bamba Travel Inc. acts **solely as a booking agent** for independent suppliers that provide transportation, accommodation, tours, and activities.

Bamba Travel Inc.:

- Does **not** operate or control the services of third-party suppliers
- Is **not responsible** for their acts, omissions, negligence, or failure to act
- Makes no guarantees as to safety, quality, or performance of third-party services

Any activity, excursion, or experience provided by a third-party supplier is undertaken **entirely at the Participant's own risk**.

3. Express Assumption of Risk

Participants voluntarily assume **all risks**, including those arising from the negligence (ordinary, but not gross negligence) of Bamba Travel Inc. or third-party suppliers.

4. Release and Waiver of Liability

To the fullest extent permitted by law, the Participant hereby **releases, waives, and forever discharges Bamba Travel Inc.** from any claims arising out of or related to:

- Participation in any activity
- Use of equipment
- Use of third-party services
- Acts or omissions of guides, drivers, operators, or other participants

- Errors in judgment
- Accidents, delays, injuries, property damage, or death

This includes claims alleging **negligence** (but not gross negligence or wilful misconduct).

5. Indemnification

The Participant agrees to **defend, indemnify, and hold harmless Bamba Travel Inc.** from all claims, legal actions, attorney fees, medical costs, damages, or liabilities arising from their participation or behaviour.

6. Participant Health & Fitness

The Participant warrants that:

- They are physically and mentally fit to participate
- They have disclosed all relevant medical conditions
- They have no condition that would pose a risk to themselves or others
- They will follow all safety instructions and regulations

Bamba Travel Inc. may refuse participation to anyone deemed a safety risk.

7. Medical Treatment & Emergencies

Participants authorise Bamba Travel Inc. to:

- Provide or arrange emergency medical care
- Disclose medical information to emergency providers
- Evacuate the participant if necessary

The Participant waives all claims relating to:

- First aid
- Evacuation
- Medical treatment
- Transportation costs
- Medical decisions made under emergency conditions

All costs are the responsibility of the Participant.

8. Mandatory Travel, Medical, and Evacuation Insurance

Participants must obtain **adequate travel, medical, evacuation, and life insurance**. Failure to do so is **entirely at the Participant's own risk**.

Bamba Travel Inc. is not responsible for costs related to injury, illness, evacuation, repatriation, or death.

9. Illness, COVID-19, and Contagious Disease Risks

Participants understand that travel may involve exposure to:

- COVID-19
- Viruses
- Bacteria
- Parasites
- Unsanitary conditions

They accept all risks related to sickness before, during, or after travel. No refunds will be provided for illness.

10. Photographic & Media Release

Participants grant Bamba Travel Inc. the right to use photographs or video from any activity for promotional or commercial use without compensation.

11. Force Majeure Clause

Bamba Travel Inc. is **not liable** for any delays, cancellations, injuries, losses, or expenses caused by events outside its control, including:

- Weather
- Natural disasters
- War, terrorism, civil unrest
- Strikes
- Government actions
- Illness outbreaks
- Border closures
- Supplier bankruptcy
- Global events

Refunds due to force majeure are **not guaranteed**.

12. Cancellations, Refunds, and Non-Refundable Items

By purchasing a trip, Participants agree to the applicable cancellation and refund policies.

Many services (especially from local operators) are **non-refundable**, and Bamba Travel Inc. assumes no liability for supplier refusal to refund.

13. No Reliance on Oral Representations

The Participant agrees they are **not relying on any oral statements, promises, or representations** made by Bamba Travel Inc. or its agents that are not expressly included in this Agreement.

All advertising, social media posts, and verbal communications are **non-binding**.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Participant and Bamba Travel Inc.

No modification is valid unless made in writing by Bamba Travel Inc.

15. Forum Selection, Governing Law, and Jurisdiction

Any dispute must be filed **exclusively in the courts of the United States of America**, and U.S. substantive law will apply without regard to conflict-of-law rules.

The Participant waives the right to claim any other jurisdiction or venue.

16. Severability

If any provision is deemed invalid, the rest of the Agreement remains fully enforceable.

17. Acceptance of Terms Without Signature

By:

- purchasing a trip,
- completing a booking,
- submitting payment,
- participating in any activity,
- checking the “I agree” box online,
- or engaging Bamba Travel Inc. in any capacity,

the Participant **acknowledges, accepts, and agrees to be bound by all terms of this Agreement as if they had signed it physically.**

This acceptance is immediate, irrevocable, and legally binding.
