

Tour Operator Risk Management

Section VI: Assumption of Risk and Liability Waivers

(These are generally used in connection with adventure travel or travel to foreign/remote destinations.)

Note:

These examples may not be suitable for the reader's particular needs. All provisions and terms should be reviewed by legal counsel to determine their applicability to the Tour Operator's individual circumstances, operations, travel services and destinations. This is not a legal document, nor should it be considered a legal opinion.

Definitions:

Assumption of Risk Statement

A form that is generally signed by the participant in which the individual acknowledges the inherent risks associated with the travel services, activities or destinations included in a particular trip or tour.

Liability Release

A form that is signed by the participant in which the individual agrees to release the Operator or Supplier from any liability for damages that would arise from the services, travel arrangements, or activities provided by the Operator or Supplier.

Example #1: Assumption of Risk

I, _____, acknowledge that I have voluntarily applied for the trip / tour designated as _____ . I understand that I may travel to remote countries and areas that are inherently risky and that may include _____ and other similar activities associated with foreign travel. I am prepared to assume the risks associated with this trip / tour including: forces of nature; terrorism; civil unrest; war; accidents; and transportation including land vehicles, boats, and aircraft that are not operated or maintained to standards found in North America. I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical supplies and support may not be available. By signing this document, I agree to take full responsibility for my own actions, safety and welfare, except for unanticipated events including injury, illness, emotional trauma, or death. I also understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I fraudulently represent my self as fit for this trip, I may be removed prior to or during the trip at my own expense. I agree to these statements by placing my signature here: _____ on _____ (day / month / year).

Example #2: Liability Release Form

I, _____, hereby release and discharge _____, and its agents and employees from and against any and all liability arising from my participation in the trip / tour of _____. I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release _____ from any and all liabilities to the maximum permitted by law.