

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*Please read carefully: This is a legally enforceable waiver of rights*

**BOOKING CONDITIONS:** I have carefully read and fully understand the terms and conditions contained in the current (2018) MIR Corporation ("MIR") catalog, including such "Traveler Information" and this "Release of Liability and Assumption of Risk Agreement," collectively "Release"; and I agree to both follow the safety directions of the tour manager (if traveling on a group tour), and exercise reasonable care in all tour activities, including any extensions obtained through MIR. I understand MIR reserves the right to decline to accept or to require a traveler to withdraw from a tour, at his/her own expense, if such person is deemed to be 1) incapable of meeting the requirements and rigors of tour activities; or, 2) if such traveler's actions impede tour operations or the rights, welfare or enjoyment of other group tour members. I also understand that MIR purchases or reserves travel-related services on my behalf from independent service providers and suppliers that will serve and supply me during the tour, including transportation, accommodations, restaurants, and other travel-related services. Because MIR does not own or control any of these independent service providers and suppliers, it is not responsible for any delay, inconvenience, accident, expense, injury, loss, death or damage occasioned through the conduct or default of any such service provider or supplier. I also acknowledge that during a MIR tour, my image, likeness and personality may be captured on photograph, video and on other media (the "Personal Images"), and that MIR may wish to use these Personal Images for promotional and other business purposes. I consent to the taking of Personal Images of me while participating in a MIR tour, and I grant MIR the absolute right to copyright, re-use, publish and republish by any medium, including electronically, any Personal Images of me or in which I may be included.

**ASSUMPTION OF ALL RISKS:** I voluntarily apply to participate in a tour under the arrangements of MIR with knowledge of the inherent hazards and risks involved in travel, including, but not limited to (all collectively referred to in this Release as "Risks"): motor vehicles, aircraft, trains, boats and all other conveyance; roads, trails and accommodations which are not maintained or operated to standards common in the United States; traveling in remote areas; the forces of nature; civil disturbance; terrorism and government restrictions, which I agree to monitor; high altitude conditions; accident or illness in remote locations without access to rapid rescue or medical facilities; and the adequacy of medical attention once provided. I have considered my own condition and limitations, this tour, its remote locations, potential Risks, and physical demands, and: I have concluded that I am physically and emotionally fit and able to participate in this tour; and I agree to be responsible for my own welfare, and the welfare of my minor dependents traveling with me, and accept any and all Risks.

**ARBITRATION:** Any claim or controversy arising out of or relating to this tour, whether or not specifically addressed in this Release, shall be exclusively and fully settled by binding single arbitrator arbitration in Seattle, Washington, in accordance with the rules of the American Arbitration Association (or such other similar entity as the parties select) which are in existence at the time of the dispute. The Superior Court of Washington for King County in Seattle shall have exclusive venue and jurisdiction over all parties in enforcing the terms and requirements of this Release, including the enforcement of any arbitration award. The rights and obligations of the parties shall be fully construed under Washington State law.

**RELEASE: I acknowledge having received full disclosure and the opportunity to have this Release reviewed by an attorney. Subject to such acknowledgement, and by voluntarily signing and delivering this Release, I (including, but not limited to, my heirs, successors, assigns, beneficiaries, agents and legal representatives) FOREVER RELEASE AND DISCHARGE MIR, ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AND EMPLOYEES FROM AND AGAINST any and all liability (including, as permitted by law, claims which allege MIR's negligent acts or omissions) which may arise from my participating in any MIR tours, including, but not limited to, any claim for property loss, damage, injury or death that I might suffer. This RELEASE shall be legally interpreted to the fullest extent permissible; and, should any portion be held invalid, it is agreed that all other parts shall continue in full legal force and effect. I also acknowledge that I shall have no right to sue MIR, other than to enforce the arbitration clause, which shall control all legal claims. I HAVE CAREFULLY READ AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS AND LEGAL TERMS OF THIS RELEASE. I UNDERSTAND THAT IT IS A LEGALLY BINDING CONTRACT AND SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Signature of Traveler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Traveler

\_\_\_\_\_  
Date

Both parents or guardians must sign for children under 18 years of age.