

## **WAIVER AND RELEASE FROM LEGAL LIABILITY FOR ACTIVITIES THAT INVOLVE INHERENT RISKS**

**THIS IS A RELEASE OF LIABILITY.** This Waiver is entered into between the Client (“You”), the Company from which you purchased your vacation tour or cruise (“the Company”), and River Services GmbH (“the Carrier,” which operates the vessel and cruise or tour).

1. The Carrier providing you with activities that involve inherent risks, including but not limited to activities such as bicycling, electronic bicycling, e-bicycling, canoeing, hiking, running, other activities involving physical exertion (such as yoga, stretching, gym classes and the like), etc. (hereinafter “Activities”), is an independent contractor and is not a related entity, subsidiary, agent, employee, or servant of, or joint venturer with, the Company or its affiliates, and the use you make of the equipment and services provided is your responsibility and is not run, supervised, or controlled in any way by the Company.
2. You understand that the Activities involve inherent risks, which risks you agree to assume and accept. You confirm that you have experience in the activities of your choice and are capable to perform them in their respective operating environment (including but not limited to rocky, slippery, unsteady, unpaved, uneven or difficult terrain/roads, within traffic, and/or difficult, unsettled, choppy, or rapidly-moving waters).
3. **THE INHERENT RISKS IN PERFORMING THE ACTIVITIES INCLUDE THE RISK OF EQUIPMENT FAILURE, BREAKAGE OR MALFUNCTION, BODILY INJURY, SERIOUS BODILY INJURY, AND EVEN DEATH. INJURY OR DEATH CAN RESULT EVEN FROM THE INTENDED, PROPER USE OF THE EQUIPMENT OR SERVICES. BY SIGNING THIS AGREEMENT, YOU AGREE TO RELEASE THE COMPANY FROM ANY LIABILITY WHATSOEVER FOR NEGLIGENCE OF ANY KIND.**
4. You agree to behave in a prudent, responsible, and careful manner when performing the Activities and to take all measures necessary to protect your own safety and the safety of third parties. You agree to obey all rules, signals, and instructions.
5. You will carefully listen to and obey any specific instructions given to you by the Carrier or the Adventure Host.
6. You confirm that you are medically fit for performing the selected Activities and that you are not taking any medications or under the influence of alcohol, drugs, or any other substances that may impair your physical or mental ability to engage in the Activities.
7. You will inspect all equipment for the Activities that you will be using to satisfy yourself that it is in safe condition and operating properly. If you are in any doubt or have any concerns about any of the equipment, you will immediately inform the Adventure Host or other representative of the Carrier before using it.
8. You understand that you may perform your Activity in public roads where there may be busy traffic conditions, uncertain or unfamiliar terrain and/or on rivers or streams that have strong or unpredictable currents. Remember that you may be on vacation but others are not. You must be alert and aware of weather conditions, road and traffic conditions, and/or the current and waves of other water crafts as applicable at all times. You are performing your Activity in a foreign country, where rules, customs, and behavior may be

different from those in your home country. Before starting your activity, it is your responsibility to ensure that any provided safety gear fits you properly and that you wear it at all times.

- 9. YOU AGREE THAT THE COMPANY WILL NOT BE RESPONSIBLE IF YOU ARE INVOLVED IN ANY ACCIDENT WITH A THIRD PARTY (WHETHER THE ACCIDENT IS YOUR FAULT OR THE THIRD PARTY'S), IF YOU ARE THE CAUSE OF ANY ACCIDENT INVOLVING THIRD PARTIES, OR IF AN ACCIDENT IS CAUSED BY EXTERNAL FACTORS, SUCH AS ROAD CONDITIONS, WATER CONDITIONS, TERRAIN, OR WEATHER.**
10. You will be responsible for any return transportation costs if you need to re-join the hotel or the vessel.
11. Please note that personal travel insurance policies may not cover some of the Activities. It is your responsibility to check the coverage provided by your policy.
12. This waiver and indemnity is enforceable against you to the extent that it is valid and enforceable according to the laws of the jurisdiction of the Company with whom you entered into your vacation contract. The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of the remaining parts.

**ACCORDINGLY, You agree to RELEASE the Company, and its respective directors, employees, servants, and agents from any and all liability, however caused, to you, your heirs, assigns, personal representatives, and next of kin in respect of or arising from the performance of the Activities, including death, personal injury, or damage to property, and not to bring any suit or claim against them. You further agree to INDEMNIFY the Company against any claim against them arising from your negligence or failure to obey the terms set out above.**

**BY SIGNING THIS AGREEMENT YOU CONFIRM THAT YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREED TO ALL OF THE ABOVE TERMS. YOU AGREE THAT YOU ARE ENTERING INTO THIS CONTRACT OF YOUR OWN FREE WILL AND THAT YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT YOU ARE RELEASING CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE.**

FIRST AND LAST NAME (print letters please): \_\_\_\_\_

STATEROOM NUMBER \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_