

## RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

This document is provided between Soul Italy Inc. doing Business as Siciclano (hereinafter referred as "SICICLANDO")

AND

Guest name in capital letters: \_\_\_\_\_

Tour \_\_\_\_\_ Tour date \_\_\_\_\_

I confirm that I am voluntarily reserving this SICICLANDO tour and understand the potential risks associated with participating in this activity. I assume the risks, according to the present SICICLANDO policies. By taking part in the tour I accept all responsibilities regarding my health and any medical conditions

I acknowledge that adventure travel comes with potential risks associated with adventure, travel, and activity.

By renting the equipment (bicycle and any accessory), we assure you the equipment we provide is in good condition and regularly maintained. At the beginning of the tour, we provide you with instructions of proper use of the equipment. We are not responsible for any damages or consequences caused by improper use of the equipment, unpredictable events or in any unordinary maintenance of the equipment and/or caused by third parties.

SICICLANDO provides its services through third party suppliers. Suppliers (such as hotels or accommodation facilities, transportation companies, etc.) are carefully chosen in order to provide you a service according to the standards of SICICLANDO. SICICLANDO is however not liable for any negligent or willful act or failure to act of any such third person or any third party.

SICICLANDO shall not be held liable for forces of nature, including weather; transportation delay or failure whether by airplanes, trains, cars, ferries or by any other means of transport; consequences due to the consumption of alcoholic beverages; risks associated with contaminated food or water; civil unrest; acts of terrorism; dangers associated with wild or other animals, including snakes and insects; high altitude impacts; emergency response, availability, adequacy of personnel or supplies, evacuation for accident or illness; risk of epidemics; lost or misplaced luggage or property; theft or burglary of vans, hotel rooms and accommodations provided.

We will use reasonable care in the performance of our duties and we will only be responsible for any loss or damage you might suffer as a direct result of gross negligence, fraud or willful default on our part in the performance of our obligations with exclusion of any third parties obligation as outlined in this Agreement. In any case our liability shall not exceed the value of the trip.

I attest and confirm that I am competent to undertake the activities safely and agree to indemnify SICICLANDO from all claims, costs and liabilities whatsoever and howsoever arising out of my participating in them.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health and travel insurance.

In case of signing on behalf of a child:

I agree that in consideration for SICICLANDO permitting the child to participate in these activities:

- on behalf of the child, I confirm that the child accepts those risks and agrees to what is pointed out in this document;
- as signatory personally, that I warrant I have authority to bind the child when signing this contract on the child's behalf;
- as signatory, personally, that I warrant to SICICLANDO that both the child is and me, personally, are competent to undertake the activities safely and
- as signatory, personally, that I will at all times supervise the child so as to ensure that the child undertakes the activities in manner which is both safe for the child and others and
- as signatory, personally, that I will indemnify SICICLANDO from all claims, costs and liabilities whatsoever and howsoever arising out of mine and of the child undertaking the activities.

I acknowledge that the cost of all SICICLANDO trips is based upon trip participants executing this Release of Liability. Accordingly, I hereby release and discharge SICICLANDO from and against liability arising from my participation on the tour, according to the present document.

I agree that the release shall be legally binding upon me personally, all members of my family and all minors travelling with me, my and their heirs, successors, assigns and legal representatives.

**SUNDRIES MATTERS.**

I understand that SICICLANDO reserves the right to refuse as a tour participant, or remove from a tour, any person it judges to be incapable of meeting the requirements of participating in such activities, or who it determines to detract from the enjoyment of the trip by others. You agree to follow all written and verbal rules of safety presented by SICICLANDO. SICICLANDO reserves the right to make changes to routes, hotels, itineraries as required or needed to improve the tour quality and/or to accommodate the comfort and well being of guests.

**KNOWING AND VOLUNTARY EXECUTION.**

I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions as stated in the SICICLANDO promotional materials and Policies/Terms and Conditions, invoices and credit card authorizations, including but not limited to, those regarding cancellation and refund policies and binding mediation-arbitration. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I sign this voluntarily, understanding it is a legally binding and enforceable contract.

This contract is accepted by SICICLANDO in Colorado and cannot be changed in an oral communication.

**DISPUTE RESOLUTION CLAUSE.**

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules which Rules are deemed to be incorporated by reference into this clause. The number of arbitrator shall be one, appointed by AAA.

The place of mediation and arbitration shall be Denver, Colorado. The Colorado law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. English shall be the language for the settle of any dispute through direct discussion, mediation or arbitration.

**I ACKNOWLEDGE THAT I VOLUNTARILY RESERVED AND AM PARTICIPATING ON THIS SICICLANDO TOUR WITH THE UNDERSTANDING OF THE RISKS INVOLVED.**

We can only accept one signature per form.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

Parent of Guardian of a Minor ["the child"]: I, as a parent or guardian of the below named child, hereby give permission for the child to participate in the trip and further agree, both personally and on behalf of the child to the terms above.

Name of Minor \_\_\_\_\_

Signature of Releasor \_\_\_\_\_ Date \_\_\_\_\_