

Rainbow Serpent Adventures Assumption of Risk Waiver

Waiver of Liability

I, for myself, my heirs, personal representatives or assigns, do hereby release, waive and discharge Rainbow Serpent Adventures, Laura Giles, their officers, agents, representatives, employees or tour guides (hereinafter called "Staff") from liability from any and all claims including the negligence of Laura Giles and Staff, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation on any tour offered by Laura Giles and Rainbow Serpent Adventures (hereinafter called "Tour").

Assumption of Risks:

Participation on a Tour carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks include, but are not limited to: 1) all risks going to the site of a Tour 2) any danger presented in the street, sidewalk, or pathways including but not limited to traffic, poor lighting, icy conditions, uneven, slippery or steep surfaces 3) physical exertion for which I may not be prepared 4) weather 5) any food or alcohol allergies I may have. Also, I understand that there may not be rescue or medical facilities or expertise which may be necessary to deal with potential injuries to which I may be exposed. I VOLUNTARILY, FREELY, AND EXPRESSLY CHOOSE TO INCUR ALL RISKS AND ALL SUCH DAMAGES associated with a Tour.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless Laura Giles and Staff from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement on a Tour and to reimburse them for any such expenses incurred.

Photo and Video Release:

Furthermore, I hereby grant Laura Giles permission to the rights of my image, likeness and sound of my voice as recorded on a Tour without payment or any other consideration.

Severability:

The ticket purchaser further expressly agrees that the foregoing waiver of liability, assumption of risk, indemnity agreement, and photo and video release is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

