

Release of Liability, Assumption of All Risks, and Arbitration Agreement

MYFANTASYCAMP™, their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively **MYFANTASYCAMP™**) does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service providers, equipment suppliers, babysitters or daycare providers, etc. As a result, **MYFANTASYCAMP™** is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of **MYFANTASYCAMP™** including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all **MYFANTASYCAMP™** trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER MY FANTASY CAMP™ FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release **MYFANTASYCAMP™** from any and all liabilities to the maximum extent permitted by law.

BINDING ARBITRATION: I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself

shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in San Diego, California. Such proceedings will be governed by substantive California law excluding any application or consideration of the California Arbitration Act.

MISCELLANEOUS MATTERS: I understand that **MYFANTASYCAMP™** reserves the right to take photographic or film records of any of its trips and hereby agree that **MYFANTASYCAMP™** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **MYFANTASYCAMP™** may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by **MY FANTASYCAMP™**. I understand that **MYFANTASYCAMP™** reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by **MYFANTASYCAMP™**. **MYFANTASYCAMP™** reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip 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 EVERYTHING YOU WANTED TO KNOW section of the current **MYFANTASYCAMP™** brochures, including but not limited to, those regarding cancellation and refund policies. If you must cancel your reservation, your cancellation fee will be determined according to the following formula:

| Number of days prior to trip start | Cancellation fee per person |
|---|------------------------------------|
| 91+ days/\$200 | \$200 |
| 61-90 days | 25% of trip price |
| 31-60 days | 50% of trip price |
| 0-30 days | No refund |

Exceptions to this policy cannot be made for any reason, including weather, terrorism, civil unrest, personal or medical emergencies. I understand that this is a legally binding and enforceable contract and sign it on my own free will. 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.

Signature _____ Date _____

Witness _____ Date _____