

**WAIVER OF LIABILITY, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT**

*Read this Agreement carefully. A parent/guardian must sign for minors (under 18 years of age).*

**Responsibility:** Honduras Turismo y Marketing SA “Choose Honduras”, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, “HT&M ChooseHonduras”), which acts only as an intermediary for its suppliers, assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, or of any other person or entity. A supplier’s services are subject to the supplier’s own terms and conditions, as well as the laws and regulations of the country of Honduras.

**Assumption of Risk:** I have voluntarily applied to participate in the tour on which I am booked, which will involve hiking, walking, boating, snorkelling, rafting, and/or other outdoor and adventure sports (“Adventure Activities”). I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in Adventure Activities; negligence in any manner on the part of HT&M Choose Honduras; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of HT&M Choose Honduras’s control.

I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

**Release of Liability:** As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by HT&M Choose Honduras, **I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.**

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by HT&M Choose Honduras, **I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER** HT&M Choose Honduras, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by HT&M Choose Honduras.

**I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks



Waiver of Liability and Assumption of Risk

associated with this tour and to release HT&M Choose Honduras from any and all liability to the maximum extent permitted by law.

**Indemnification:** I further agree to “indemnify” (meaning to defend and to pay or reimburse) HT&M Choose Honduras against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the Adventure Activities.

**Applicable Law and Choice of Forum:** Any dispute arising out of this agreement, including all tort claims – whether such dispute arises in contract or in tort or otherwise – shall be litigated and determined, if at all, only before a court of competent jurisdiction in San Pedro Sula, Honduras.

**Knowing and Voluntary Execution:** I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. 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 understand that in calculating the cost of the tour, HT&M Choose Honduras has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, HT&M Choose Honduras would not be able to offer these services.

I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement. I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

\_\_\_\_\_  
Signature (18 years of age or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



Waiver of Liability and Assumption of Risk

*Minors under 18 years of Age – A Parent or Legal Guardian Must Sign This Agreement on the Minor’s Behalf. The Parent or Guardian Must Submit Their Own Signed Agreement Separately if Also Participating in the Tour.*

**I am the parent or legal guardian of the minor. I understand the legal consequences of signing this Agreement, including a) releasing HT&M Choose Honduras from all liability on my and the minor’s behalf, b) promising not to sue on my and the minor’s behalf, c) assuming all risks of the minor’s participation in the tour, and d) indemnifying HT&M Choose Honduras. I understand that I am responsible for the obligations and the acts of the identified minor as described in this document. I agree to be bound by the terms of this document.**

I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_  
Signature of Minor Participant’s Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Participant’s Parent/Guardian

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