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

Please read carefully before signing as this is a legally binding contract. Each traveler must sign a separate form.

In consideration of the services provided by Wander Your Way, "Wander Your Way" I, an adult traveler, acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf.

Responsibility: Lynne Nieman dba Wander Your Way, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "Wander Your Way"), acts only as an intermediary for its suppliers. Wander Your Way is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Wander Your Way does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. Wander Your Way is not affiliated with any other tour operator. By utilizing the services, I agree that neither Wander Your Way, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to myself or my belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Wander Your Way. I agree that Wander Your Way is not responsible for and cannot be held liable for any negligent or willful act or omission of any supplier or other third party, or for their financial insolvency, bankruptcy, or dissolution. A supplier's services are subject to the supplier's own terms and conditions, as well as the local laws and regulations of the relevant country.

COVID-19: I understand that the World Health Organization has declared the novel coronavirus, also known as COVID-19 ("the novel coronavirus") a pandemic. I understand that the novel coronavirus is believed to be spread by person-to-person contact, which includes touching a surface that has been contaminated by an infected person. I also understand that someone, e.g., another participant, a tour leader or guide, or other third party could have the novel coronavirus but not show symptoms. As a result, governments and health agencies at all levels of government (e.g., federal, state and local)

recommend social distancing and have, in many locations, prohibited the congregation of groups of people. I understand that Wander Your Way has taken steps to reduce the spread of the novel coronavirus but cannot guarantee that I or any minor in my custody or care will not become infected with the novel coronavirus. Further, I understand that participating in activities offered by Wander Your Way or its partners and using any of their equipment or property may expose or infect me or any minor in my custody or case. I understand that the risks relating to the novel coronavirus, including contracting the virus, are inherent in my trip, and I assume those risks.

Assumption of Risk: I have voluntarily applied to participate in the tour on which I am booked, which will involve outdoor activities including, but not limited to, hiking, biking, walking, swimming 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; hazards of travel by bicycle, motor vehicle, aircraft and other means of conveyance, roadway hazards, slips and falls; my own negligence and/or the negligence of others; negligence in any manner on the part of Wander Your Way; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; forces of nature; explosion, flood, hurricane, tempest, tidal wave, earthquake, landslide, forceful wind, fire or accident; 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 and/or negligent use of equipment, failure to wear safety equipment or to wear it properly; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; sanitation deficiencies; illness; disease or virus, both known and unknown, such as coronavirus (including but not limited to the community spread thereof); epidemic; pandemic; quarantine; border closures; government travel restrictions or warnings; regulations or orders, acts or non-acts of any governmental entity or official; diplomatic or health organization (e.g., World Health Organization) warnings; foodborne, airborne, and communicable illnesses and disease; bites or stings from insects or pests; unexpected events; terrorist activities, social or labor unrest or strike; mechanical or construction failures or difficulties; diseases; local laws; climatic conditions; abnormal conditions or developments; negligence or intentional actions by other

participants including traveling while sick with or without symptoms or any actions, omissions; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish my own reaction time and increase the risk of accident; known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Wander Your Way who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. These risks are not an exhaustive list but are examples of many kinds of risks. I agree to be responsible for my own wellbeing and negligence.

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 Wander Your Way, **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 Wander Your Way, **I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER** Wander Your Way, 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 Wander Your Way.

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 associated with this tour and to release JUMP Adventures 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) Wander Your Way 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 tour or my participation in the Adventure Activities.

Medical Treatment: I understand that Wander Your Way has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize Wander Your Way to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release Wander Your Way from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Wander Your Way with regard to medical care and the provision or failure to provide such care.

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 ("Dispute") – shall be resolved exclusively by the state and federal courts located in Loveland, Ohio. The laws of the State of Ohio, USA, govern this agreement.

Class Action Waiver and No Punitive Damages: You are waiving your right to serve as a representative, litigant, or in any other representative capacity, and/or to participate as a member of a class of claimants, in any lawsuit/arbitration filed against us. In no event shall we be liable for or pay punitive damages.

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, Wander Your Way has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, Wander Your Way 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:

Print Name:

Date: