

## **Term and Conditions**

1. Memberships are non-refundable and non-transferable.
2. Participants agree to the use of his/her likeness for TerraMar Adventures sales and marketing. TerraMar Adventures retains the rights to all images taken at events.
3. TerraMar Adventures reserves the right to terminate the membership of, or revoke participation of, any person whose conduct has been shown to be offensive to any participant or to the reputation of TerraMar Adventures. We will also charge you the full price for each event you attended with us, minus your monthly fee.

All forms of harassment which create an offensive environment are forbidden, including, but not limited to, insulting, intimidating or discourteous conduct, as well as derogatory jokes or comments relating to race, color, religion, sex, age, disability, national origin, sexual orientation, or other protected status.

4. TerraMar Adventures will not be held responsible for venue pricing, availability, refund policies, or additional and unforeseen costs that may be contracted during each event.
5. All Participants agree that TerraMar Adventures and its staff will not be held liable for the safety or conduct or their property while traveling to and from events.
6. Event availability is not guaranteed. You may have to be wait-listed for a particular event or attend the same event at another time, usually within one month. Popular events are often recycled within one month.
7. TerraMar Adventures cancellation policy: If you sign up for an event (except for hikes and social events) and cancel within two weeks of the trip, you will be charged the guest price. However, if a trip has a sign up deadline that is more than two weeks prior to the event, then this policy is put into effect at that date. If we are able to replace you with someone on the waiting list, you will receive a credit good for any future event in the amount you paid aside from a \$25 administrative cancellation fee. Otherwise, it is up to you to find a replacement to avoid the full cancellation fee. Extreme circumstances (such as injury or sudden illness) will be dealt with on a case-by-case basis.
8. Membership and/or participation is open to individuals 18 years of age and older.
9. Participants agree to receive e-mail notification of member offers and renewal notification.
10. Participants agree to conduct themselves in a respectful and safe manner. Any person whose behavior is disruptive or compromises safety will be asked to leave the event without refund and not be permitted to return.

## **Limit of Liability**

## **Participant Agreement, Release, And Acknowledgement of Risk**

In consideration of the services of TerraMar Adventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TerraMar"), I hereby agree to release, indemnify, and discharge TerraMar, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that "adventure activities" entail known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling, collision, upset, striking obstructions or other person, unsafe speed of travel for conditions, head injuries, equipment failure, weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion), dehydration, drowning and highway or roadway vehicles. Furthermore, TerraMar guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TerraMar, its officers, agents and employees from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TerraMar's equipment or facilities, including any such Claims which allege negligent acts or omissions of TerraMar its officers, agents and employees.

4. Should TerraMar or anyone acting on their behalf, be required to incur attorney's fees and costs I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against TerraMar, I agree to do so solely in the County of Chester, state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion; shall remain in full force and effect.

7. I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against TerraMar its officers, agents and employees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

8. I agree that whenever I execute an assumption of the risk and liability waiver of any tour/activity provider, I am also agreeing to waive liability of TerraMar, its officers, agents and employees and incorporate all such waivers here.

9. I certify that I am physically fit and of sufficient health to participate in each activity that I sign up for and hereby certify that I will not sign up for any event unless I have sufficiently trained for this event and my level of physical fitness is adequate for the event. I agree to accept personal responsibility for my own health and safety during all events. By signing up for any event I am certifying that my fitness is adequate for that event.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Witness: \_\_\_\_\_

**PARENT'S ADDITIONAL INDEMNIFICATION, TO BE READ AND SIGNED BY PARENT OF MINOR**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by TerraMar Adventures to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TerraMar Adventures from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor. I hereby state that I am the parent of the Minor named above. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and indemnification for TerraMar Adventures.

Date: \_\_\_\_\_ Signature of Parent: \_\_\_\_\_

Parent's name: \_\_\_\_\_