

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

Please read this document carefully. It is a legally binding contract.

This document must be signed and submitted to Mocha Travel prior to the departure date of the tour or itinerary, even if you have signed this form for previous tours or itineraries.

By registering and paying a deposit for any services, tours or programs provided by Mocha Travel LLC, a Georgia limited liability company, and in consideration of the services, including but not limited to tour programs and travel packages, (collectively, "Tour") provided by Mocha Travel LLC ("Mocha Travel," "we," or "us"), I, an adult traveler or parent or legal guardian of a Tour participant who is a minor (under 18 years of age; the "Child" or "Minor"), acknowledge and agree to the following terms and conditions to the maximum extent allowed by law on my own behalf or, if applicable, on behalf of the Child:

RESPONSIBILITY

I understand that Mocha Travel will contract with independent operators/suppliers/contractors ("Third-Party Suppliers") to provide certain services for the Tour, including but not limited to transportation, vehicle hire firms, travel services, outfitters, hotel accommodations, restaurants, and other travel components. These Third-Party Suppliers are independent contractors only, and are not agents, partners, co-venturers or otherwise associated with Mocha Travel. I understand further that Mocha Travel does not and cannot control the quality of their services. I understand and acknowledge that Mocha Travel assumes no responsibility for and cannot be held liable for any negligent or willful act or omission of any supplier, including its Third-Party Suppliers, or of any other third party. These Third-Party Suppliers may have their own terms and waivers, which I understand that I will have to sign in order to obtain their services. I understand and agree that I am bound by that Third-Party Supplier's standard terms and conditions with respect to my legal relationship to the owners and operators of the service, their agents (including Mocha Travel, LLC) and the service provider's staff. I understand that Mocha Travel is not responsible for the financial condition of its suppliers and has no special knowledge of their financial condition.

VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK

I confirm that I am voluntarily participating in the Tour and am aware I am voluntarily participating in the Tour, which will involve one or more of the following activities depending on my itinerary and the activities in which I elect to participate: walking, trekking, trekking at high altitude, swimming in various bodies of water such as rivers, bays, inlets, lakes and the ocean, sailing, cruising, scuba diving, snorkeling, wet and dry landings from a dinghy, nature walks, encounters with wild fauna and flora, kayaking, rafting, horseback riding, camel riding, motor sports, hot air balloon riding safari, and/or other outdoor activities or sports (collectively, "Tour Activities"). I understand that this list is not exhaustive of all Tour Activities that may be made available to me and that I may decide to participate in. These Tour Activities may take place in remote areas, areas with wild and/or domesticated animals, in areas with steep and/or uneven terrain, and in areas with little to no infrastructure. These Tour Activities may also be provided by third parties over whom Mocha Travel has no control and no responsibility.

I acknowledge that I am voluntarily participating in the Tour with knowledge that the Tour involves numerous risks and dangers including, but not limited to dangers and risks inherent in Tour Activities; negligence in any matter on the part of Mocha Travel; emotional trauma; disfigurement, temporary or permanent disability, including paralysis; death; forces of nature; explosion, flood, hurricane, tempest, tidal wave, earthquake, landslide, forceful wind, fire or accident; civil unrest and war (declared, undeclared, or threat thereof); sabotage; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States or other more developed countries; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; transportation failures; equipment failures or deficiencies; contact with marine life and wild and domesticated animals; social or labor unrest or strike; consumption of alcoholic beverages; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; mechanical or construction failures or difficulties; sanitation deficiencies; illness; sickness; disease or virus, both known or 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; local laws; climactic conditions; abnormal conditions or developments; negligence by third party service providers; negligence or intentional actions by other participants including traveling while sick with or without symptoms; or any other actions, omissions or conditions outside of Mocha Travel's control not mentioned herein. I acknowledge that the enjoyment and excitement of the Tour is derived in part from these and other inherent risks of travel.

I understand that while my guide and/or Tour leader may have first aid training, they are not medical personnel and are not trained in extensive medical procedures. I also understand that medical services, medical assistance and related transportation may be several hours to days away while participating in the Tour. I also understand that there is the possibility of complications and unforeseen consequences in any medical service, medical assistance and related transportation that is provided to, or organized/arranged for, me by Mocha Travel. I knowingly and voluntarily agree to assume any such risks. I understand that Mocha Travel is not making any warranty as to the result of any medical service, medical assistance and related transportation.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death or damage. **I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.** If signed on behalf of the Child, I have discussed the travel risks with the Child, and he or she wishes to participate in the Tour nevertheless.

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

To the fullest extent permitted by law, I, an adult traveler, or as parent or legal guardian of the Child, for myself, the Child, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (individually and collectively, "Releasers"), expressly **RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Mocha Travel LLC, its owners, shareholders, officers, employees, directors, representatives, affiliates, volunteers, freelance sales consultants, successors and assigns (individually and together, "Released Parties") from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I or the Child now have or may later have against the Released Parties arising out of, relating to, or in connection with the Tour arranged through or provided by Mocha Travel, whether arising from the Released Parties' negligence or otherwise.

In addition, I **agree to fully indemnify (that is protect and defend, and satisfy claims against) and hold harmless each Released Party** from any and all claims, actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to my or the Minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

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 traveling party and all minors traveling with me or on whose behalf I am signing this agreement, including the Minor (collectively encompassed by the term "their" in this paragraph), my and their heirs, as well as my and their next of kin, successors, assigns, and legal and personal representatives, with said obligations not dischargeable in bankruptcy. It is my intention to fully assume all risks associated with the Tour and to release the Released Parties from any and all liability to the maximum extent permitted by law.

ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the performance thereunder, including without limitation any claim related to illness, injury, or death, shall be settled by binding arbitration through the American Arbitration Association in Atlanta, Georgia; the dispute will be governed by the law of Georgia; judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy; and **any arbitration award shall be binding and judgment upon the arbitrator's award may be entered or enforced in any court of competent jurisdiction**. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraphs. If any portion of this agreement is determined by a court to be null and void or unenforceable, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties. I also agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

CLASS ACTION WAIVER AND NO PUNITIVE DAMAGES

I am waiving my 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 Mocha Travel. In no event shall Mocha Travel be liable for or pay punitive damages.

I have read and agree to the terms and conditions of participation, as stated in the Mocha Travel LLC catalog/website/brochure pertaining to my trip, especially noting the policy on cancellations, refunds, and limitations on responsibility.

MEDICAL CARE AND INSURANCE

Participants are responsible for arranging their own coverage of medical care and emergency evacuation insurance while traveling as part of a Mocha Travel Tour. By registering and paying a deposit for a Mocha Travel Tour, I warrant that I have coverage for the costs of any treatments deemed medically necessary during my travel, including emergency evacuation if required, or that I will arrange for supplementary coverage prior to the start date of the Tour on which I am booked. Under no circumstances will Mocha Travel LLC or its insurers be responsible for the cost of medical treatment, emergency evacuation, or other complications due to medical emergency.

In the event that I am incapacitated and unable to make decisions regarding my own medical care during a Mocha Travel Tour, I authorize Mocha Travel staff and contractors to arrange for whatever care and treatments are deemed necessary by attending medical professionals. Mocha Travel staff will attempt to reach the emergency contact provided by me at the earliest opportunity in the case of emergency.

PHOTOGRAPHIC RELEASE

I understand that during my trip, Mocha Travel may take photographs or videos of me, and by participating in this trip, I agree that Mocha Travel may use, re-use and reproduce any images, photos or videos that I send or share with Mocha Travel, or that are taken by Mocha Travel's professional photographers, guides and/or other travelers of me, individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without my right to inspection, for any legitimate purpose by Mocha Travel, including but not limited to for promoting and publicizing Mocha Travel's travel products and services worldwide. I acknowledge that if I do not want Mocha Travel to use any images of me or other members of my traveling party that are taken by Mocha Travel or other participants during the trip, I must inform Mocha Travel in writing before the start of the trip by email at hello@mocha-travel.com

KNOWING AND VOLUNTARY EXECUTION

By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. 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 agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. I also acknowledge that I have had an opportunity to ask any and all questions that I may have, and that Mocha Travel has answered all questions to my satisfaction. My signature applies to all pages of this document.

By signing below, I also acknowledge that I have carefully read and fully understand and agree to the contents and legal consequences of Mocha Travel's terms and conditions, including but not limited to the Mocha Travel catalog/website/brochure pertaining to the Tour, especially noting the policy on cancellations, refunds, and limitations on responsibility, the itinerary for my specific Tour, and any other Mocha Travel material that governs the Tour.

Signature of Adult Traveler: _____

Date: _____

Print name: _____

Minors under 18 years of Age: A parent or legal guardian must sign this agreement on the minor Child's behalf. The parent or guardian must submit their own signed agreement separately if also participating on the trip.

I am the parent or guardian of the minor. **I understand the legal consequences of signing this agreement. I understand that I am responsible for the obligations of the identified minor Child as described in this agreement. I agree to be bound by the terms of this agreement.**

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. My signature applies to all pages of this agreement.

Name of Child / Minor Traveler: _____

Age of Child / Minor Traveler:

Signature of Parent/Legal Guardian: _____

Print name of Parent/Legal Guardian: _____

Date: _____

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