

South American Adventures Company

Recreational Activity Release and Indemnity Agreement

Please read carefully, sign and return to South American Adventures Co. . Cordoba 488, 4400 Salta, Argentina. This supersedes all previous South American Adventures Co. . agreements. This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT is voluntarily and knowingly entered into by (client's name):

, hereinafter CLIENT and South American Adventures Co. , its owners, guides, employees, agents, volunteers, officers, and directors hereinafter collectively referred to as S.A.A.C.. This document is a full release and indemnity agreement whereby CLIENT is releasing and indemnifying S.A.A.C. from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing S.A.A.C. from S.A.A.C.'s negligence, if any, and, further releasing S.A.A.C. from any results of the inherent risks and S.A.A.C.'s negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death. CLIENT will be engaged in activities involving horses and other potentially dangerous recreational activities. CLIENT is informed and understands: 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals; 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways; 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning; 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable; 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to; 6) That weather, terrain, other animals, and/or people and other CLIENTS may adversely affect a horse's behavior; 7) That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled, or eliminated by S.A.A.C. and, further, S.A.A.C. has no duty to do so; 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family; 9) That S.A.A.C. and/or other people and CLIENTS may, on occasion, be NEGLIGENT (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to CLIENT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family; 10) That the horseback riding activities and other activities will sometimes be in wilderness, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical

help or assistance. S.A.A.C. strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries. For and in consideration of the monies paid, agreements contained in this document, and your participation in S.A.A.C.'s program, CLIENT does hereby completely release, acquit, and forever release and discharge, S.A.A.C., their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in S.A.A.C.'s program or in conjunction with recreational activities or S.A.A.C.'s NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the CLIENT now has or which may hereafter accrue or may otherwise be acquired on account of or may in anyway grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to CLIENT, or members of CLIENT's family, or any wrongful death claim or punitive damage or any other claim of CLIENT's representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of S.A.A.C.. CLIENT further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless S.A.A.C. against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against S.A.A.C. by any person or entity who has made, or agreed to make payments on S.A.A.C.'s behalf for any medical expenses or any other obligations incurred by CLIENT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to CLIENT or any members of CLIENT's family arising out of S.A.A.C.'s activities. CLIENT further agrees and stipulates to indemnify and hold forever harmless S.A.A.C. against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against S.A.A.C. by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to CLIENT arising out of S.A.A.C.'s activities. CLIENT further stipulates and agrees to fully indemnify and hold forever harmless S.A.A.C. from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account.

Continue to page 2

South American Adventures Company

Continue - Recreational Activity Release and Indemnity Agreement:

of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents, over whom and for whom CLIENT has custody, control, and/or other legal responsibilities. CLIENT acknowledges and agrees that CLIENT's participation in S.A.A.C.'s recreational activities and riding program is completely voluntary and CLIENT acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to CLIENT and/or members of CLIENT's family. Further, CLIENT represents: 1) CLIENT has completely and fully read this document as well as the Hidden Trails Booking Conditions, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise CLIENT as to the legal effect of this RELEASE and has been provided additional opportunities to ask questions and make inquiries of S.A.A.C. regarding this RELEASE; 2) CLIENT warrants and represents he/she has no medical problems which might interfere with CLIENT's participation in S.A.A.C.'s program; 3) CLIENT is voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved; 4) CLIENT accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding of South American Adventures Co. . Cordoba 488, 4400

Salta, Argentina, Telephone/FAX: 54-3874313938, activities; 5) CLIENT warrants and represents that he/she can fulfill any physical requirements involved with recreational and horse activities; 6) CLIENT understands that the presence of S.A.A.C.'s personnel is no assurance of CLIENT's safety or lessens any risks assumed by CLIENT; 7) CLIENT warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others. CLIENT also agrees to the South American Adventures Co. BOOKING CONDITIONS in its entirety. It is agreed that this RELEASE and its provisions shall be governed by the law of Argentina. This RELEASE shall not be canceled, modified, or changed in any manner except by the written agreement of both S.A.A.C. and CLIENT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE. THE UNDERSIGNED CLIENT(S) HAS (HAVE) READ AND FULLY UNDERSTAND(S) THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE YOUR ARRIVAL.

Date of trip:

Accepted and agreed to:

1 . Traveler print:

signature

Date