

HighSideTours Co Ltd



Liability Waiver

In consideration of the use of the property, facilities and/or services of HighSideTours Co Ltd (HST), including travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment, facilities and services provided by HST involves risks such as, but not limited to, **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.** These might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care.
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE,** including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **RELEASE.** The undersigned **RELEASES** HST, the officers, employees and agents of HST and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
4. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** HST, the officers, employees and agents (hereinafter jointly referred to as "indemnitee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including legal fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
5. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
6. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
7. **INSURANCE.** The undersigned understands that HST does not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.
8. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily. This signed document is the total agreement between HST and the undersigned. It cannot be modified by any verbal agreements between HST, its officers or staff and the undersigned.

Name: _____

Signature: _____

Date: _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

Name: _____

Signature of Parent/Legal Guardian - Consent and Release on Behalf of the Minor

Date: _____