

Participant Name: _____

Date of Birth: _____

WAIVER AND RELEASE

BY AGREEING TO THE TERMS OF THIS AGREEMENT
YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

To: Paths Less Travelled, LLC, and its subsidiaries, affiliates, and related companies, and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors, and assigns (individually and collectively, "Paths Less Travelled, LLC")

BY SIGNING OR ELECTRONICALLY ACKNOWLEDGING THIS WAIVER AND RELEASE, I ACKNOWLEDGE, AGREE AND CONFIRM THE FOLLOWING:

1. I have checked my receipt and confirmation of purchase to verify all information is correct. Paths Less Travelled, LLC will not be responsible for omissions or errors if not brought to their attention immediately. I hereby verify that I have reviewed my travel itinerary for accuracy.
2. I understand that all prices quoted and not yet paid are subject to change and are based on availability. Payment must be received by the due date to avoid cancellation. I have been advised of all applicable fees imposed by Paths Less Travelled, LLC, and have been offered the option of purchasing trip cancellation/interruption insurance, and travel insurance from third party insurance providers. I understand that discounted fares and vacation packages typically involve restrictions and that changing any aspect of my travel arrangements may result in the payment of additional money.
3. DOCUMENTATION: U.S. citizens travelling to any destination outside of the United States will be required to present a valid U.S. passport. Passports must be valid for 6 months past the return date. Some countries require a visa for transit or entry. Each traveler is responsible to ensure that they have all the proper documents for entry. All names on documents must match the legal name on your photo I.D., and travel document information must match tickets. Please check the State Department website at <https://travel.state.gov> for further information. Immunizations may also be required. Failure to comply with these regulations may result in being denied boarding, denied entry, and/or government imposed fines. If you are a citizen of another country, there may be additional requirements. Check with the nearest consulate or embassy of the destination you are travelling to and find out the entry requirements for non-U.S. citizens.
4. I understand that I may participate in activities and services ("Activities") that Paths Less Travelled, LLC or its subcontractors or local third party providers will be providing, arranging, or organizing on my behalf depending on my chosen itinerary.

These may include:

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- Travel within and without the United States;
- Local travel within the Czech Republic;
- Travel in public and private transportation (including to and from tour areas)
- Consumption of food, including food with known or unknown ingredients to which you may be allergic;
- Weather conditions;
- Language barriers;
- Contagious diseases;
- Terrorism;
- Hiking and travelling in areas where aid is not immediately available;
- Entering ancient or historical structures that were not built and may not be maintained according to modern safety and zoning practices;
- Participating in physical activities that may involve a risk of physical harm or death;
- Negligent first aid operations or procedures; and
- Other risks that are unknown at this time.

5. **ACKNOWLEDGMENT – HEALTH & SAFETY.** I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects.

I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

I acknowledge that I am responsible for determining whether any food, drinks or other substances I may be exposed to may cause an allergic or other adverse reaction. Furthermore, I acknowledge that I will be visiting sites with kitchens and staff that do not directly report to Paths Less Travelled, LLC and that Paths Less Travelled, LLC has little to no control over the ingredients that may go into food that is ordered and/or prepared aside from making requests on my behalf and possibly making special arrangements in advance of my trip. I acknowledge that even if I notify Paths Less Travelled of my allergies in advance of or during my trip, Paths Less Travelled will not be liable if I am exposed to substances to which I may be allergic at any point during my trip.

Paths Less Travelled, LLC maintains, in its sole discretion, the ability to deny and/or cancel my trip should it be determined that it cannot cater to my special dietary needs. Should this happen, Paths Less Travelled, LLC will not be held liable for any additional costs incurred in association with my trip such as plane tickets, additional lodging not directly associated with the tour, or any other costs that are not directly related to services provided by Paths Less Travelled, LLC.

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6. FORCE MAJEURE. Paths Less Travelled, LLC cannot accept liability or pay any compensation where the performance or prompt performance of contractual obligations is prevented or affected by force majeure. In this Agreement, "force majeure" means any event which Paths Less Travelled, LLC or the supplier of services in question could not foresee or avoid, including but not limited to civil strike, industrial deposit, natural disaster, adverse weather conditions and all similar events outside our control.

7. ASSUMPTION OF RISKS. I am aware that the Activities involve many risks, dangers and hazards which may include but are not limited to:
 - personal injury and/or death;
 - travel to remote areas without access to medical facilities or treatment
 - changing weather conditions;
 - interactions or encounters with wildlife;
 - equipment malfunctions
 - negligence of other participants or guides;
 - negligence on the part of the Paths Less Travelled, LLC, including failure to safeguard or protect from the risks or dangers of the Activities;
 - consumption of alcohol;
 - collisions with vehicles, equipment, or structures;
 - becoming lost or separated from guides or other participants; and
 - the failure to remain within designated areas.

I am not relying on any oral or written representations or statements made by Paths Less Travelled, LLC about the safety of the Activities other than what is stated in this Waiver. I understand that I may choose not to participate in any given activity at any time, but that no refund will be given in the event I withdraw from an activity after paying for it.

I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of Paths Less Travelled, LLC allowing me to participate in the Activities I agree:

1. **In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS I have or may have in the future against Paths Less Travelled, LLC and to RELEASE Paths Less Travelled, LLC from any and all liability; TO HOLD HARMLESS AND INDEMNIFY Paths Less Travelled, LLC from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities.**

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2. Any dispute or claim, including non-contractual disputes or claims, shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of Florida and no other jurisdiction.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

This Dispute Resolution and Arbitration Agreement will apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but you bring any claim against Paths Less Travelled, LLC in the United States, the only country in which Paths Less Travelled, LLC does business.

Overview of Dispute Resolution Process. Paths Less Travelled, LLC is committed to participating in a reasonable and efficient dispute resolution process. To that end, these Terms provide for a two-part process for parties to whom this section applies: (1) an informal negotiation directly with Paths Less Travelled, LLC's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA"). If you are a business, or acting in some way on behalf of your employer, then the AAA Commercial Arbitration Rules will apply. Otherwise, if you are an individual seeking Paths Less Travelled, LLC's services for your personal use, then AAA's specially designed Consumer Arbitration Rules will apply. In each case, the rules are modified by this "Dispute Resolution and Arbitration Agreement" section to the extent permitted. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

If the Consumer Arbitration Rules apply, those rules provide:

- Claims can be filed with AAA online (www.adr.org);
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;

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- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

IMPORTANT NOTE: CONSUMER RULES WILL NOT APPLY TO BUSINESSES OR ANY PERSON USING THE PATHS LESS TRAVELLED, LLC PLATFORM ON BEHALF OF THEIR EMPLOYER.

Pre-Arbitration Dispute Resolution and Notification. Prior to initiating arbitration, you and Paths Less Travelled, LLC each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. If Paths Less Travelled, LLC has a dispute, we will contact you at the email address provided when completing your booking, or using other contact information you have provided to us in your profile. If you have a dispute with Paths Less Travelled, LLC, you can contact Paths Less Travelled, LLC's customer service team by emailing us at customerservice@pathslesstravelled.com. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

Agreement to Arbitrate. You and Paths Less Travelled, LLC mutually agree that any dispute, claim or controversy arising out of or relating to services you seek from, or services provided by, Paths Less Travelled, LLC (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Paths Less Travelled, LLC agree that the arbitrator will decide that issue.

EXCEPTIONS: You and Paths Less Travelled, LLC each agree that the following claims are exceptions to the Arbitration Agreement and may be immediately brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights and (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack). Furthermore, Paths Less Travelled, LLC reserves right to seek equitable relief in any court of competent jurisdiction. Any legal suit, action, or proceeding arising out of, or related to, services sought from or provided by Paths Less Travelled, LLC, and not subject to arbitration, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Tampa and County of Hillsborough although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country or in any court of competent jurisdiction. You

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waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration Hearing/Location. In order to make the arbitration most convenient to you, Paths Less Travelled, LLC agrees that any required arbitration hearing may be conducted, at your option, (a) in Tampa, FL; (b) in any other location to which you and Paths Less Travelled, LLC both agree; or (c) via phone or video conference. For any claim or counterclaim under \$25,000, the arbitration will be conducted by solely the submission of documents to the arbitrator unless the arbitrator decides that documents alone are not sufficient to resolve the dispute.

Attorney's Fees and Costs. You and Paths Less Travelled, LLC agree that Paths Less Travelled, LLC will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. For arbitrations conducted under the Consumer Arbitration Rules, unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Paths Less Travelled, LLC agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration. For arbitrations conducted under the Commercial Arbitration Rules, the prevailing party will be entitled to recover its reasonable attorneys' fees from the other party.

Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

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I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING THE BELOW CONFIRMING MY AGREEMENT.

I am aware that by signing the below I am waiving certain legal rights which I may have against Paths Less Travelled, LLC. I hereby acknowledge that I have fully read, understood, and accepted each of the above provisions. I have had the opportunity to consult with an attorney at my own expense to discuss and review the terms of this Waiver and Release. I acknowledge that this Waiver and Release includes a release of liability which legally prevents me or any other person from filing suit, or making other claims for damages, in the event of death, personal injury, or property damage. I understand and agree that this Waiver and Release is binding on me and members of my family, my heirs, estate, executors, administrators, personal representatives and next-of-kin and their successors and assigns. My signature denotes my understanding of and agreement with these statements and their implications

Name of Participant

Date: _____

Signature of Participant

FOR PARTICIPANTS OF MINORITY AGE: I/we, the undersigned parent(s) or legal guardian(s) of the participant named in the above Waiver and Release hereby acknowledge that I/we have the authority to execute this Waiver and Release and to make decisions with respect to the participant and I/we assume responsibility for the actions or inactions of the participant.

Further, I/we hereby acknowledge that I/we have read and understand the terms of the Waiver and Release and agree on behalf of my/ourselves, the participant named in the Waiver and Release, and all other members of our family, participant/Member's heirs, estate, executors, administrators, personal representatives, next of kin and their successors and assigns, to be bound by all of the terms and conditions set forth herein.

Name of Parent/Legal Guardian (1)

Date: _____

Signature of Parent/Legal Guardian (1)

Name of Parent/Legal Guardian (2)

Date: _____

Signature of Parent/Legal Guardian (2)

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