

**RWI  
TRAVEL AGREEMENT**

This Travel Agreement (“Agreement”) is voluntarily and knowingly entered into by the undersigned (“you”) and Relief Workers International LLC, a Massachusetts limited liability company with an address of 210 Division St, Great Barrington, Massachusetts 01230 (“RWI”).

WHEREAS, RWI is a humanitarian-based adventure travel company that offers humanitarian journeys through developing countries bringing relief supplies to remote villages;

WHEREAS, you are an experienced traveler who wishes to participate in the RWI “Journey” specified on the last page of this Agreement;

WHEREAS, it is a condition of your participation in the Journey that you enter into this Agreement and RWI will not accept you as a participant in the Journey unless you agree to the terms of this Agreement,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the sufficiency of which consideration is acknowledged by both parties, the parties agree to the terms set forth below.

**Section 1.  
Your Acknowledgements.**

You acknowledge and understand that the Journey will involve travel by horseback in remote areas of developing countries. You further acknowledge and agree to all of the following: (a) that your participation in the Journey is completely voluntary; (b) you acknowledge, accept, and assume all risks, known and unknown, associated with the Journey including, without limitation, those risks identified in this Agreement; (c) you accept full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to you and/or members of your family; (d) you accept full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to others caused by you during the Journey; (e) you will be engaged in activities involving horses and other potentially dangerous recreational activities; (f) there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals; (g) a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways or become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts; (h) horses become tired, stressed, cantankerous, and their behavior is unpredictable; (i) a horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to; (j) that weather, terrain, other animals, and/or people and other travelers on the Journey may adversely affect a horse’s behavior; (k) that RWI has hereby strongly advised you to wear a helmet and other protective clothing at all times while riding a horse; (l) that the Journey 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; (m) that although medical personnel will accompany you on the Journey, such medical personnel have only a general medical background, have access only to rudimentary medical equipment, cannot provide a full range of medical services or any specialty medical service or procedure, and have access only to a limited selection and quantity of medical supplies and drugs; (n) that although medical facilities may be present in the country or countries visited, such facilities will not rise to the standards of North American medical facilities; (o) as the Journey will sometimes be in remote areas, that police or other security personnel may not be available; (p) that due to political, economic, and other factors, local disturbances,

riots, or other dangerous situations may occur; (q) that the foregoing risks, and others, are inherent with adventure travel and activities associated with horses which risks may not be anticipated, controlled, or eliminated; (r) 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.

**Section 2.  
Your Release of Liability and Your Indemnification Obligations.**

(a) You do hereby completely release, acquit, and forever release and discharge RWI, its successors and assigns; its officers, managers, owners, agents, employees, contractors, guides, and volunteers; and their respective personal representatives, heirs, successors 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 and howsoever arising known now or which may become apparent in the future which may be brought by you, members of your family, any third person, and the personal representatives, heirs, successors and assigns of any of the foregoing.

(b) You, for yourself and for your personal representatives, heirs, successors and assigns, hereby agree to fully indemnify, defend, and hold forever harmless RWI, its successors and assigns; its officers, managers, owners, agents, employees, contractors, guides, and volunteers; and their respective personal representatives, heirs, successors and assigns (each an “Indemnified Party”) against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against any Indemnified Party by any person or entity which is based on, related to, or in any way connected with this Agreement or your participation in the Journey or any RWI program or activity.

(c) The release and indemnification obligations described in this Section 2 include, without limitation (a) property damage; (b) bodily and personal injuries; (c) illnesses, paralysis, and death to you or members of your family; (d) emotional distress; (e) loss of consortium; (f) loss of companionship; (g) loss of income and profits; and (h) all claims or causes of action whether based on tort, negligence, contract, or any other theory of recovery whether legal or equitable.

**Section 3.  
RWI’s Obligations.**

RWI will (a) meet you at the “Departure Point” at the “Departure Time” each as specified below, (b) provide all accommodations, potable water, limited beverages other than water, meals (three per day), horses, other land transportation, and guides while on the Journey, (c) direction on the transport and distribution of relief supplies, (d) make available to you limited medical personnel on the Journey; (e) provide limited entertainment while on the Journey; and (f) return you to the “Return Point” on the “Return Date” each as specified below. RWI will make such changes to the itinerary as RWI, in its sole discretion, deems necessary to ensure the success of the relief program and the safety of the participants, or for medical or other reasons. You agree that such changes may be made without your consent and without any advance notice to you. In addition, you agree that RWI may, without refund to you, prevent you or any other participant in the Journey from participating in the Journey, in RWI’s sole discretion, because of safety or medical concerns, behavioral issues, or any other reason which may affect the success of the relief program or the comfort or security of the participants or RWI personnel, contractors, agents, and guides.

**Section 4.**

**Payment and Cancellation Policy.**

The cost of the Journey is set forth below and marked as the "Total Fee". Payment of the Total Fee is due no later than forty-five (45) calendar days prior to the Departure Time. Payment may be made by personal check, money order, or bank wire transfer. Please note that any costs charged to RWI associated your payment including, without limitation, wire transfer or returned check charges, will be passed on to you for payment in full by you prior to the Departure Time. You agree that if for any reason you must cancel your participation in the Journey, (a) one-half (1/2) of the amount then paid by you to RWI shall be refunded to you if RWI receives written notice from you of your cancellation at least thirty-one (31) calendar days prior to the Departure Time and (b) no amount of any deposit or Total Fee paid will be refunded to you if RWI receives notice of your cancellation less than thirty-one (31) calendar days prior to the Departure Time. If RWI cancels a Journey, RWI's obligation to you will be limited to a refund of the amount of the Total Fee.

**Section 5.**

**Your Obligations.**

You will ensure that you (a) are in good medical health and are physically fit as of the "Date of Departure" specified below; (b) have all necessary visas to enter and remain in the country or countries in which the Journey will take place; (c) have a passport valid for travel to the country or countries in which the Journey will take place and valid for at least six months beyond the Return Date; (d) have such travel, cancellation, medical, and evacuation insurance as you deem appropriate (all of which insurance is hereby recommended by RWI); (e) make your own arrangements to travel to the Departure Point and from the Return Point; (f) arrive at the Departure Point no later than the Departure Time (RWI assumes no responsibility for changing any aspect of the Journey to accommodate late arrivals); and (g) will bring with you on the Journey sufficient quantities of your prescription medicines and documentation from your doctors authorizing you to take such medicines (this may be necessary when entering certain countries).

**Journey (name and destination country):** \_\_\_\_\_  
\_\_\_\_\_

**Departure Point (city, country, and name of airport):** \_\_\_\_\_

**Departure Time (date and latest local time at the Departure Point):** \_\_\_\_\_

**Return Point (city, country, and location):** \_\_\_\_\_  
\_\_\_\_\_

**Return Date:** \_\_\_\_\_

**Total Fee: US \$** \_\_\_\_\_ **.00**

**Section 6.**

**Your Representations.**

You hereby represent and warrant to RWI that as of the date hereof and by your arrival at the Departure Point on the Departure Time you will again represent and warrant to RWI that as of the Departure Time you are in good medical health and are physically fit. In addition, you represent and warrant to RWI that you (a) are voluntarily entering into this Agreement and participating in the Journey; (b) have consulted with an attorney or voluntarily, and without any pressure from RWI or any of its personnel, contractors, agents, and guides, waived your right to speak with an attorney regarding this Agreement and all matters covered by this Agreement; and (c) have obtained such travel, cancellation, medical, and evacuation insurance as you deem appropriate (all of which insurance is hereby recommended by RWI).

**Section 7.**

**Miscellaneous Provisions.**

This Agreement shall be deemed for all purposes to have been made in Massachusetts and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to such state's rules concerning conflicts of laws. Any dispute arising hereunder or regarding any aspect of the Journey shall be brought solely in a court located in the Commonwealth of Massachusetts. The parties agree that any dispute shall be heard by a court without a jury and each party hereby waives such party's right to a trial by jury. This Agreement may not be amended or terminated without the written agreement of both you and RWI. RWI shall not be responsible to you for any loss or damage caused by delay in performance or failure to perform in whole or in part hereunder when such delay or failure is attributable to acts of God or other factors beyond the control of RWI including, without limitation, severe weather; drought; fire; floods; earthquakes; landslides; disease, pestilence, or quarantine; strikes or other labor difficulties; governmental action; nuclear, radiological, biological, or chemical disaster; embargoes; war or acts of war; insurrection; and riots.

THE UNDERSIGNED HAS FULLY READ THIS AGREEMENT, CONSULTED WITH SUCH ATTORNEYS AS THE UNDERSIGNED HAS DEEMED APPROPRIATE, UNDERSTANDS THE TERMS AND IMPLICATIONS OF THIS AGREEMENT, ACKNOWLEDGES THAT THIS AGREEMENT AFFECTS THE RIGHTS OF THE UNDERSIGNED, AND, NOTWITHSTANDING THE FOREGOING, HAS HEREBY AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

**Date:** \_\_\_\_\_

**Name of Participant:** \_\_\_\_\_

**Name of Signatory if signing on behalf of a minor Participant:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**ACCEPTED AND AGREED:  
RELIEF WORKERS INTERNATIONAL LLC**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Alexander Souri, Manager**