



Universal Travel System

**LIMITATION OF LIABILITY, RELEASE, ASSUMPTION OF ALL RISKS AND
ARBITRATION AGREEMENT**

This Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement must be agreed to by all Purchasers, and anyone for whom the Purchaser is purchasing services and reserving with UTS. For children under 18, a parent or guardian must agree on his/her behalf. Please read the following statements, sign and mail or fax this form back to the address below: Form must be returned in advance of departure date.

Universal Travel System ("UTS"), their officers, directors, employees, shareholders, subsidiaries, agents, affiliates, successors, and assigns (collectively UTS) does not own or operate any entity which is to, or does provide goods or services for your trip including, for example, tour guide services, equipment suppliers, transportation companies, lodging facilities, food service providers, childcare providers etc. Any information given by UTS or its agents regarding passport/visa requirements, must be verified by the Purchaser, as rules and regulations can change at any time. As a result, UTS is not liable for any negligent or willful act or failure to act of any such person, or of any other third party or for visa/passport and governmental agencies requirements or actions.

I acknowledge I am voluntarily applying for this trip, or a similar trip that I may transfer to, listed on the Booking Form with the knowledge that travel, whether by plane, train, boat, or on foot or other means, contains some inherent risks of illness, injury or death, all of which may be caused by, but not limited to: negligence on the part of UTS, myself or others; physical exertion for which I am not prepared, consumption of alcoholic beverages, forces of nature or other known or unknown agencies, risks associated with impure water or food, risks associated with contracting an illness or infection; criminal activity; terrorism; civil or governmental unrest; loss, theft or misplaced luggage, property, failures by foot, plane, train, auto, boat, or any other forms of transportation; wild or domestic animal/insect attacks; lack of available medical supplies or services in the case of accident or illness; lack of rapid evacuation or adequate medical attention once provided. I acknowledge that such risks may be present before, during and after the trip that I am voluntarily participating in, under the arrangements made by UTS and its agents or associates. I recognize that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, loss, theft, damage, illness, injury, emotional trauma or death. I hereby agree to provide my own insurance appropriate to my needs and the needs of my family or dependents in respect of such delay, unanticipated events, inconvenience, loss, theft, damage, illness, emotional trauma or death.

I acknowledge that the cost of all UTS trips are priced on the basis of trip participants executing this Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement. In consideration of, and in part payment for, the right to participate in the trip(s), and activities, services, food arranged for me by UTS, its employees, directors, associates, agents and guides, I have and do hereby fully assume all risk of illness, injury or death and hereby release and discharge forever UTS from and against any and all actions, claims or demands for damages resulting from my participation in the trip. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release UTS from any and all liabilities to the maximum extent permitted by law.

I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the trip. I agree to follow all written and verbal rules of safety presented to me by UTS.

This Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement will apply to a trip participant's trip with UTS and any transfer of a reservation to another trip, including any pre-trip or post-trip extensions arranged by UTS. This Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement is binding upon all members of the traveler's family, dependants, estate, heirs, successors and legal personal representatives.

PASSPORTS AND VISAS, ETC.

Purchaser assumes complete and full responsibility for, and hereby releases UTS from, any duty of checking and verifying any and all passport, visa, vaccination or other entry requirements of each destination, and all safety and security conditions at such destinations, during the length of the proposed travel. Requirements for entry and exit to various countries may change from time to time, and it is the Purchaser's responsibility to assume all such obligations. UTS is not responsible for the individual acts of customs or governmental agents who may refuse Purchaser entry or exit. For information concerning possible dangers at international destinations, contact Travel Advisory Section of the U.S. State Department.

BINDING ARBITRATION

I agree that any claim or dispute arising out of or relating to this Limitation of Liability, Release, Assumption of All Risks and Arbitration Agreement or its interpretation, website, or other literature concerning my trip, the trip itself or the trip participant's relationship with UTS shall be resolved exclusively by binding arbitration. In the event that there should be any dispute between the parties hereto, the same shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association in Santa Monica, California.

I also acknowledge that I have carefully read UTS's general information including its policy on cancelled trips, refunds and insurance and agree to all stated conditions and documents set forth by UTS. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and UTS and/or its affiliated agents and I sign of my own free will and in its entirety.

Date _____ Signed _____

Print Name _____

Date _____ Signed _____

Print Name _____