

## VBT GUEST PARTICIPATION AGREEMENT

I have chosen to participate in an adventure trip offered by Xanterra Adventure Companies, LLC doing business as VBT Bicycling Vacations ("VBT") scheduled to begin on [                      ] (the "Program").

In consideration for the right to participate in the Program, I agree as follows:

**Statement of understanding.** Although VBT has made reasonable efforts to protect my safety while participating in the Program and activities offered as a part of the Program, I understand that there are certain risks, dangers, and hazards that are inherent to participation in the Program. These include, but are not limited to, physical and mental fatigue; slips, falls, and collisions; encounters with wild animals, varied terrain, and environmental features; altitude related illness; changing weather conditions; natural disasters; criminal acts of third parties; acts or omissions of the public or other Program participants; accidents occurring during travel associated with the Program; and in the current state of the world, possible exposure to the COVID-19 virus. Encountering these risks, dangers, and hazards could result in physical injuries or illness or damage to personal property. I understand that it is impossible for VBT to list in this Agreement every inherent risk, danger, or hazard associated with participating in the Program. I understand and appreciate, however, that I may encounter these and other inherent risks, dangers, and hazards not specifically listed in this Agreement at any time during the Program.

**Assumption of the risk.** I accept and assume all of the inherent risks, dangers, and hazards associated with participating in the Program, whether known or unknown, including those specifically identified above, but excluding matters that are expressly the responsibility of VBT or its employees in Paragraph 3. I agree to the provisions of paragraphs 1 through 3 of this Agreement solely and specifically for the benefit of VBT and its employees, and nothing in this Agreement shall create any rights in, or grant any benefits to, any person or entity other than VBT and its employees.

**Responsibility for conduct.** I accept and assume responsibility for injuries and damages caused to myself and others arising from my own conduct while participating in the Program. I understand that VBT accepts and assumes responsibility for its own negligent conduct, but that with respect to pandemic and / or endemic related illness, VBT only accepts and assumes responsibility for its gross negligence. Also, I agree VBT is not responsible for the conduct of third parties, such as providers of transportation, food, beverage or lodging. I release VBT from liabilities not expressly assumed in this paragraph. Nothing in this Participation Agreement shall be interpreted as my releasing VBT from liability for injuries, damage, death, or other loss to me or others that may occur within the jurisdiction of the National Park Service and is caused by VBT's negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to VBT's judgments and decisions, or VBT's failure to take reasonable precautions to ensure it provides defect-free equipment.

**Fitness to participate.** VBT recommends that I consult with a physician before participating in the Program. It is my own responsibility to determine whether the Program is suitable for me. VBT also strongly recommends I verify that my medical insurance will be honored in the countries in which I will travel for the Program.

**Equipment.** VBT may provide me with equipment for my use during the Program. VBT checks this equipment before each tour; however, I am responsible for checking the equipment upon receipt, as well as alerting my tour leaders/local representative of any change in the condition of the equipment that may occur during my use. I understand that I am in exclusive control of any such equipment once VBT provides it to me.

**License for Photographs.** I hereby indefinitely grant to VBT and its successors, assigns and agents the perpetual, worldwide right, license and permission to use, without notice or compensation any photograph(s) or video(s) that I submit to VBT (collectively, the "Photograph") for VBT's promotional and/or advertising purposes in all forms of media and publications now known or hereafter invented throughout the universe. Without limiting the generality of the foregoing, I also understand that the Photograph and my Image may be posted and displayed on VBT's website and social media accounts. I acknowledge VBT's right to crop, digitize, modify, edit, manipulate, change or treat the Photograph at its discretion. I also release, discharge and agree to hold harmless VBT from and against any and all rights, claims, demands and actions which I, my heirs, executors or assigns have on account of the use of the Photograph. I hereby warrant that I am the sole owner of the Photograph, that it is my original work, that it has never been published, that I have no contractual or other arrangements which would interfere with or prevent this license in the Photograph, that I have all rights in the Photograph, including without limitation, rights of any people or for any images appearing in the Photograph.

**Additional terms.** Additional terms and conditions apply to the Program. They are available for review at [www.vbt.com/terms-conditions/](http://www.vbt.com/terms-conditions/), and are incorporated into this Agreement by this reference. I understand VBT may update these terms and conditions from time to time to reflect changing requirements related to the COVID-19 pandemic.

**Program Changes.** VBT strives to maintain the Program as originally advertised. On occasion, conditions beyond the control of VBT may necessitate changes, modifications, or alterations to the Program's itinerary; the substitution of accommodations; or the omission or substitution of specific advertised activities. VBT may make such decisions in its sole discretion and is not responsible or liable for any expenses or losses that may result from those decisions. VBT additionally reserves the right to restrict participation in the Program or any activity associated with the Program in the event it determines that participation may affect, impede, or endanger my welfare, or the welfare or enjoyment of another participant. VBT is not responsible for any losses or costs that may result from exercising this right.

**Governing law and forum selection.** This Agreement is governed in all respects by the laws of the **State of Colorado**, which is the state in which VBT's parent companies are headquartered. Any claim or dispute related to the subject matter of this Agreement must be resolved exclusively by a state or federal court located in the **State of Colorado**.

I acknowledge with my signature below that I have reviewed and do understand and accept this Agreement.

**(Participants under 18:** I, as parent/guardian of the minor(s) identified below, give consent with my signature for the minor(s) to participate in the Program and agree in my capacity as parent/guardian to be bound by the terms of this Agreement.)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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