



JOURNEY TO PERU – Solstice Celebration in the Sacred Valley of Peru
LIABILITY WAIVER
June 17 – 30, 2007

I, _____ HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in JOURNEY TO PERU – Solstice Celebration in the Sacred Valley of Peru as indicated in the Application Form contained within this brochure. I am aware that during my participation in a tour of this sort certain risks and dangers may arise, including but not limited to: the hazards of traveling in mountainous terrain, high altitude, or undeveloped areas; travel by train, plane, automobile, horseback, boat or by other means of conveyance, or on foot; roads, trails, hotels, vehicle, or other means of conveyance which are not operated nor maintained to standards common in the United States; the forces of nature, civil unrest, terrorism, accident or illness without access to means of evacuation or availability of medical supplies; physical exertion for which I am unprepared; consumption of alcoholic beverages; negligence (but not willful or fraudulent conduct) Journey to Peru, its principals, guides, agents or others; or factors known or unknown.

I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time that I am participating in the trip. I agree that Journey to Peru, its principals, guides and agents are not liable for the adequacy or availability of any equipment or supplies that may be provided in conjunction with the Journey to Peru tour, or the adequacy or availability of any first aid or medical care, or the negligent provision of first aid or medical care by it or by its guides or agents, participants, or by any physician, emergency care facility or any other person.

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS, DELAYS, LOGISTICAL AND OTHER PROBLEMS IN CONNECTION WITH THE TRIP THAT MAY BE INVOLVED AND HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA AND DEATH AND HEREBY RELEASE AND DISCHARGE COMMUNITIES IN COMMON, INC. AND ITS AGENTS OR ASSOCIATES FROM ALL ACTIONS, CLAIMS OR DEMANDS FOR DAMAGES RESULTING FROM MY PARTICIPATION IN THE TRIP.

I agree that under no circumstances, including negligence, shall liability to the applicant, his/her heirs, executors and administrators and all members of his/her family, of Journey to Peru, its principals, guides or agents exceed the total amount of funds paid by the applicant under the contract. The exclusions and limitations on the Liability Waiver or in the Brochure, are effective, and apply to claims in contract or in tort, including negligence, and whether or not there is a fundamental breach of the contract.

I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and all members of my family, including any minors accompanying me.

I HAVE READ CAREFULLY THE BROCHURE AND THE APPLICATION FORM, INCLUDING THIS LIABILITY WAIVER, AND FULLY UNDERSTAND AND AGREE WITH THEIR CONTENTS. I AM AWARE THAT THEY CONTAIN RELEASES, EXEMPTIONS AND LIMITATIONS OF LIABILITY AND ARE PART OF THE CONTRACT BETWEEN MYSELF AND JOURNEY TO PERU, AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURE OF APPLICANT

DATE

(Parent or legal guardian must sign for persons under the age of 18)