



Ace Troupe LLC does not own or operate any entity which provides, or is to provide, goods or services for your trip, including, for example, lodging facilities, transportation companies, food service providers, equipment suppliers, babysitters or daycare providers, etc.

Ace Troupe LLC's responsibility is strictly limited. Ace Troupe LLC is not responsible for the acts or failures to act, willfully or otherwise, of its suppliers, or of any other third party over whom Ace t

Troupe LLC has no control. As a tour operator and travel agent, Ace Troupe LLC, promotes, organizes and sells tours, which consist of surface transportation, excursions and accommodations that Ace Troupe LLC purchases or obtains from suppliers, who are themselves independent contractors separate from Ace Troupe LLC. Ace Troupe LLC is not responsible for the acts or failures to act, willful or otherwise, of any air carrier or their personnel. Any tickets, refunds, cancellations, coupons or receipts issued are subject to the terms and conditions specified by the air carrier. All air travel is the responsibility of traveler.

Ace Troupe LLC is not liable for any bodily injury or harm, accidents, property damage, theft or personal loss as a result of, but not limited to: physical exertion for which the participant was not prepared; travel by plane, train car, bus, boat or other mode of transportation (such as bicycle, horse, foot, kayak, etc.); consumption of alcoholic beverages; high altitude; forces of nature, such as high winds, hurricanes, flooding, etc.; heat exhaustion, equipment failure; civil unrest or terrorism; or the availability of medical services in remote areas and the quality thereof. Ace Troupe LLC is also not liable for: expenses (e.g. meals, transportation, hotel costs) that are not specified as included in the price of the trip, but may be required to get to/from a starting or ending point. Ace Troupe

LLC reserves the right to make hotel and/or route alterations in order to improve the quality of a trip or better accommodate its guests.

Electronics - Ace Troupe LLC is in no way ever responsible for damage to personal electronics incurred on your vacation. This includes but is not limited to water damage, bike accidents, loss, and theft. Ace Troupe LLC is not responsible for expenses incurred by guests in preparing for the tour (e.g. non-refundable advance purchase of air tickets, equipment, travel insurance, etc.) or for any additional travel arrangements made on your own.

Ace Troupe LLC uses many photos that fall under the creative commons license. We try to credit the authors as best we can but there are a lot of photos and mistakes happen. To that extent, if you see a photo we don't have rights to or are using incorrectly, please alert us immediately so we can remove it or otherwise address the situation.

ASSUMPTION OF ALL RISKS AND RELEASE OF LIABILITY AGREEMENT I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: Physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, skis, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost or misplaced luggage or property. I acknowledge that the enjoyment and excitement of adventure 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, and are a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT THE RISKS ASSOCIATED WITH THE TRIP.

I acknowledge that the cost of all Ace Troupe LLC trips is based upon trip participants executing this Assumption of Risk and Release of Liability Agreement. Therefore, as lawful consideration for being permitted to participate in such trip(s), I hereby RELEASE AND DISCHARGE FOREVER

ACE TROUPE LLC FROM AND AGAINST ANY AND ALL LIABILITY, EXCEPT LIABILITY CAUSED BY WILLFUL NEGLIGENCE OF ARISING 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 Ace Troupe LLC from any and all liabilities to the maximum extent permitted by law.

Ace Troupe LLC reserves the right to increase the tour price in the event of cost increases due to changes in hotel rates, currency fluctuations, etc. Ace Troupe LLC reserves the right to decline to accept or retain any person as a member of any tour or to cancel or alter the tour without notice. Accommodations are subject to change.

Medical services or facilities may not be readily available or accessible during all or part of the trip. Travel insurance, cancellation insurance and medical insurance for abroad are the sole responsibility of the traveler. The traveler is responsible for selecting a trip appropriate to his/her abilities and interest. The traveler is responsible for being in sufficiently good health to undertake the trip, to prepare for the trip by studying the itinerary and pre-departure materials sent by Ace Troupe LLC, and for bringing the appropriate clothing and equipment as advised therein. I understand that Ace troupe LLC reserves the right to take photographic or film records of any of its trips. and to use any such photographic or film records for promotional and/or commercial purposes, including use by third parties with whom Ace Troupe LLC may engage in joint marketing, without any remuneration to me. I hereby assign to Ace Troupe LLC all right, title and interest I may have in or to any and all media in which my name or likeness might

be used by Ace Troupe LLC I understand that Ace troupe LLC reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by Ace Troupe LLC. Ace Troupe LLC reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Limitation of Liability Statement and Assumption of All Risks and Release of Liability Agreement, and the brochures and all other materials provided to me concerning my trip, including, but not limited to, those regarding cancellation and refund policies

I understand that if I must cancel my reservation, the cancellation fee will be determined according to the following formula:

CANCELLATION FEES ARE PER PERSON AS FOLLOWS:

- 30-60 days before tour date: 50% refund of total price
- 61-120 days before tour date: 75% refund of total price

I understand this is a legally binding and enforceable legal document and sign it of my own free will. I agree that if any portion of this Limitation of Liability and Assumption of All Risks and Release of Liability Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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

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