

**HOLD HARMLESS/RELEASE AND ARBITRATION AGREEMENT
RELEASING THE PACHAMAMA ALLIANCE FROM LIABILITY**

In consideration of The Pachamama Alliance ("Pachamama") allowing me to participate on their guided Journey to Ecuador (the "Journey"), on behalf of myself, my heirs, executors, administrators and assigns, hereby agree:

1. **ASSUMPTION OF RISK:** I am fully aware (i) that Pachamama is neither a Tour Operator nor a Travel Agent and acts only as a coordinator of the Journey and all equipment, facilities and services during the Journey are provided by others; (ii) of the hazards and dangers involved in international travel and in the rainforest in particular and that participating in this race may contain risks of physical, emotional and psychological injury; (iii) that I may be offered the opportunity to participate in cleansing, healing or other spiritual practices conducted by healers or shamans and that my participation in any of these ceremonies will be of my own volition and choice. I know and understand the scope, nature and extent of the risks involved in participating in this race and activities contemplated by this Agreement and I voluntarily and freely choose to incur and assume any and all such risks and dangers.
2. **EXEMPTION FROM LIABILITY:** Except in the case of gross negligence, I hereby fully and forever discharge and release Pachamama (including officers, directors and employees, agents and associates) from any and all liability, claims, demands, actions, and causes of action whatsoever, both in law and equity, arising out of or in any way resulting from personal, physical, psychological or emotional injuries, distress or death, allegedly sustained during or from the Journey or any of its associated activities.
3. **COVENANT NOT TO SUE:** I agree not to institute, initiate or assist the prosecution of any suit, claim or action at law or equity, or otherwise, against Pachamama for damages which I or my heirs, executors, administrators or assigns hereafter may have arising from the Journey or any of its associated activities.
4. **INDEMNITY AGREEMENT:** I agree to indemnify and hold harmless Pachamama and its Journey leaders from any and all losses, claims, actions, proceedings, costs and expenses of any kind, including attorneys' fees, brought by me or on my behalf as a result of my involvement and participation in the Journey. Such claims and actions include those which may be brought by third parties and those related to any damage or harm resulting from my participation in or involvement with the Journey.
5. **WAIVER OF PUNITIVE DAMAGES:** I understand that I am waiving and forever abandoning any claim for punitive or exemplary damages against Pachamama. I voluntarily choose to give up this right.
6. **ARBITRATION AGREEMENT:** I agree that any controversy or claim not effectively released in this Agreement arising out of or relating in any way to my participation on the Journey will be determined by submission to arbitration in accordance with the rules of the American Arbitration Association, and not by lawsuit or resort or court process (except as applicable law provides for judicially review of arbitration proceedings). This Agreement includes arbitration of claims made against Pachamama that there has been any wrongful acts or omissions by Pachamama, intentional or otherwise. The decision of the arbitrators may be entered in any court having jurisdiction of such matters. By signing this, I am agreeing to have any issue or claim arising out of my participation on the Journey decided by neutral arbitration and I am giving up my right to a jury or court trial.
7. I understand that this Agreement shall be construed and governed by the laws of the state of California, that it is intended to provide the broadest possible release of Pachamama allowed under California law, and that it cannot be modified unless in writing and signed by both parties.

I HAVE CAREFULLY READ THIS AGREEMENT AND I UNDERSTAND ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND SIGN THIS AGREEMENT OF MY OWN FREE WILL.

PRINT NAME _____

SIGNATURE _____ DATE _____

For travelers under 18:

PRINT NAME of Traveler _____

SIGNATURE of Traveler _____ DATE _____

PRINT NAME of Parent or Guardian _____

SIGNATURE of Parent or Guardian _____ DATE _____