

**SHAMAN'S JOURNEY 2015 PERU EXCURSIONS
AGREEMENT AND RELEASE FORM**

These provisions define and limit the responsibilities of Shaman's Journey (SJ) with respect to the 2015 Peru Excursions and contracted services. Please read carefully. Your signature below represents acceptance of the following terms and conditions.

1. I understand that SJ is not an insurer of my safety on the trip. I acknowledge that I am responsible for exercising caution and common sense at all times to avoid injury. I hereby release SJ (which term shall include its officers, owners, members, managers, employees, agents and contractors, domestic or overseas, and their heirs and estates), from any claims for personal injury, property damage or other loss arising from, or in connection with, any death, injury, loss, damage, accident, delay, irregularity, expense, or physical or property damage that I may suffer from any cause whatsoever other than the direct actual negligence of SJ.

Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any physical or property damage that I may suffer resulting from acts of God, war, strikes or government restrictions or regulations, terrorist activities, use of any vehicle or service, weather, sickness, quarantine, or the acts or omissions or any other agents over which such persons have no direct control, including without limitation, airlines, bus companies, railways, shipping companies, hotels, and guides or any other services or transporting company, firm, individual, or agency.

2. I am responsible at all times for myself and my conduct. SJ shall have no responsibility to or for me when I leave the guided group or am absent from SJ activities.

3. I agree to follow SJ's directions and the directions of the group guides during my tour. My failure to do so may result in SJ terminating me from the tour immediately with no recourse or liability. I understand that to disobey such directions is to waive the right to a refund of any part of my fees paid. I understand that if I miss a scheduled departure at any point along the trip, I will be responsible for rejoining the tour group at my own expense and by my own travel arrangements.

4. If I become ill or incapacitated, SJ and its agents may, but are not required to, take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.

5. SJ may, at its sole discretion, cancel or change the itinerary and schedule of all or any part of the excursion if it considers such action to be in the general interest of participants or their safety, and I waive all claims against SJ arising from such actions or decisions.

6. SJ reserves the right to substitute guides and to alter the itinerary when necessary. All prices quoted are valid at the time of publication and every effort is made to honor the original published pricing; extraordinary circumstances may warrant revisions and SJ reserves the right to revise final pricing when necessary.

7. I understand that I will be required to pay for any phone calls or personal expenses that I may incur at hotels, as well as for any damage that I cause to hotel rooms.

8. I certify that I am in good physical health and that I have no illnesses or pre-existing health conditions or special medical or physical needs or requirements, which could impede participation in the program, nor be of any harm or inconvenience to myself or the other participants.

9. I understand that walking long distances, climbing stairs and walking on uneven terrain are required activities. I understand that the trip will take place at high altitudes between 7000 and 15000 ft above sea level.

10. I undertake the following obligations: To declare any known illnesses or pre-existing health conditions and to obtain professional medical assurance regarding such conditions that it is safe for me to partake in travel of this nature; To sign this legal Agreement and Release Form prior to the commencement of services contracted; To accurately and completely furnish any personal information requested by SJ for the purposes of organizing tour services; To carefully review all information furnished about the requested trip; To understand as thoroughly as possible the physical and mental demands of and risks to be encountered during travel; To properly equip myself for the journey; To respect the customs of areas visited and to refrain from antisocial conduct during the trip; To follow environmental guidelines and regulations while on the trip in accordance with direction from the SJ guides; and to always respect the rights and privacy of other participants.

11. At SJ's discretion a participant may be asked to leave the tour or may be disallowed from attending specific segments of the tour if SJ deems participation to be potentially detrimental to the group or to the individual participant.

12. Cancellation Policy: Cancellation received in writing sixty days or earlier from scheduled date of departure, SJ will refund all but the non-refundable deposit. There is no refund for cancellations made within 60 days of departure. Because our pre-payments are not refundable, our cancellation policy must be firm. Therefore, we strongly recommend the purchase of adequate travel insurance as soon as you make your deposit.

13. This agreement constitutes the entire agreement between SJ and me with reference to the matters addressed herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of SJ. This agreement may be amended or modified only in writing.

14. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of California, USA. Any claims or controversy arising hereunder or relating hereto shall be settled by arbitration in the State of California.

15. I certify that I have read and understood the SJ list of what is included and not included; the "Tentative Itinerary 2015 Peru Excursions: Sacred Valley, Machu Picchu & Ausangate"; "Essential Information about the 2015 Peru Excursions"; "Travel Tips for the 2015 Peru Excursions"; and "Suggestions for What to Bring and Packing" as provided to me and posted at www.shamansjourney.net/peru2015.html.

I certify that I have completely read and fully understand this "Agreement and Release Form" as supplied herewith, and that I agree to be bound thereby, and to comply therewith.

Signature: _____ Date: _____

Print Full Name as it appears on passport: _____

Please print two copies, sign, and return one to:
Shaman's Journey / Peru Excursions
509 Drown Avenue, Ojai, CA 93023