

Tauck, Inc.

Assumption of Risk, Waiver of Liability and Indemnification Agreement PLEASE READ CAREFULLY BEFORE SIGNING

(Once you have read and signed this waiver, please give to your Tauck Director on tour)

In consideration of my participation in the activities identified above my signature below (each, an "Activity", and collectively, the "Activities"), the benefits I will receive from such participation, and the services provided by Tauck, Inc., a New Jersey corporation d/b/a Tauck and/or Tauck Bridges (collectively, "Tauck"), in arranging the Activities as my agent, I acknowledge and agree as follows:

1. I understand and agree that (i) the persons or entities operating and/or providing the Activities (the "Activity Providers") are independent contractors, and (ii) Tauck does not own, manage, control or operate any Activity Provider.
2. I understand that the Activities involve strenuous activity and are designed for persons who are physically fit. I represent that I am physically fit and fully capable of participating in the Activities without causing harm to myself or others. I understand that medical services when participating in the Activities may be unavailable or delayed or may not meet continental United States standards. I agree that none of Tauck or its owners, officers, directors, employees, affiliates or agents (collectively "Releasees") shall have any duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment or to determine whether I am physically fit to participate in any Activity.

3. I understand that the Activities have inherent risks, dangers and hazards, particularly as they take place in an outdoor wilderness and/or jungle environment. I further understand that my participation in any Activity may result in loss, expense, property damage, illness, personal injury (including strains, fractures, partial and/or total paralysis, or other serious disability), or, in extreme cases, even death (collectively, "Damages").

Attendant risks of hot air ballooning may include balloon crash; emergency or forced landing; bad or changing weather; pilot error (including that pilot may misjudge weather conditions, wind currents or distances); collision with obstacles on the ground or in the air; contact with powerlines; electrocution; altitude or motion sickness; vertigo; accident or illness in remote places without access to medical facilities; falling while aboard the balloon in the air or on the ground; and other risks associated with such activities, any or all of which may cause Damages.

Attendant risk of safari may include vehicle crash; equipment failure; guide error (including guide may misjudge weather, animals, terrain, obstructions and travel routes); falling out of vehicle; accident or illness in remote areas without access to medical facilities; exposure to elements; fatigue; excessive heat; hypothermia; exposure to untamed animals and wildlife; difficult or dangerous terrain; impact of body or vehicle striking trees, branches, debris, rocks or other objects; and other risks associated with such activities, any or all of which may cause Damages.

I understand that the Activities take place in an outdoor wilderness and/or forest environment in which there is a risk of insect bites and stings, poisonous snake bites and other attacks by dangerous wildlife.

I recognize and appreciate that these risks, dangers and hazards may arise from foreseeable or unforeseeable causes, including, but not limited to, the negligence of the owners, employees, officers or agents of the Activity Providers and other suppliers, the negligence of Activity participants, the negligence of others (including Tauck), instructor/guide/operator decision making, accidents, breaches of contract, acts of God, forces of nature or other causes.

I understand that the description of risks, dangers and hazards above is not complete and that other unknown or unanticipated risks may result in Damages. Accordingly, I HEREBY ASSUME (i) THE INHERENT RISKS, DANGERS AND HAZARDS identified herein with respect to the Activities and those inherent risks, dangers and hazards not specifically identified, and (ii) RESPONSIBILITY for any Damages suffered as a result of or arising out of such risks, dangers and hazards or out of my negligence.

4. I HEREBY WAIVE AND RELEASE any and all claims, causes of action and liabilities that I may have presently or in the future against Tauck and the other Releasees for any and all Damages that I may incur as a result of or arising out of my participation in the Activities due to any cause whatsoever, including, but not limited to, the negligence of the owners, employees, officers or agents of the Activity Providers and other suppliers, the negligence of Activity participants, and the negligence of others (including Tauck and the other Releasees).

5. I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS Tauck and the other Releasees from and against all claims, causes of action and liabilities for any and all Damages as a result of or arising out of my participation in the Activities due to any cause whatsoever, including, but not limited to, the negligence of the owners, employees, officers or agents of the Activity Providers and other suppliers, the negligence of Activity participants, and the negligence of others (including Tauck and the other Releasees). Claims for which Releasees are indemnified hereunder include without limitation (i) claims which may be brought by me or on my behalf, or by any member of my family, for Damages as a result of or arising out of my participation in the Activities, and (ii) claims which may be brought by a third-party for Damages resulting from my acts or omissions.

6. I agree that (i) unless otherwise waived in writing by Tauck, this agreement is governed by the internal laws of the State of Connecticut, without giving effect to the conflicts of laws principles thereof, (ii) unless otherwise waived in writing by Tauck, any claim, suit, or other proceeding against any of Tauck or the other Releasees arising out of or relating to participation in the Activities must be filed or entered into only in a state or federal court located in the State of Connecticut, (iii) if any provision or portion of this agreement shall be determined by a court or other appropriate authority to be invalid or unenforceable, the remainder of this agreement nevertheless will be in full force and effect.

7. I acknowledge that I am not required to participate in any Activity.

ACKNOWLEDGED AND AGREED:

TOUR: Bridges - Tanzania: A Grand Family Safari YZC4

APPROXIMATE DEPARTURE DATE: 6/10/24

ACTIVITIES: (1) Hot Air Ballooning;
(2) Safari; and
(3) associated activities in connection with the foregoing