



EMBARK

EXPLORATION CO.

PLEASE READ AND UNDERSTAND THESE POLICIES BEFORE SUBMITTING YOUR APPLICATION TO EMBARK EXPLORATION CO.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

In consideration of the services provided by Embark Exploration Co., its shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf (collectively referred to as “Embark”), I hereby agree to release, indemnify and discharge Embark, give up any claims of any kind on behalf of myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children, as follows:

1. I acknowledge that exploration, including but not limited to trekking, rock climbing and mountaineering, entail known and unanticipated risks that could result in physical or emotional trauma, injury, paralysis, death or damage to myself, property and/or third-parties. Although EMBARK has taken reasonable steps to provide me with appropriate equipment and skilled guides, I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: the hazards of traveling in uneven mountainous terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risk of falling off the rock, mountain or into a crevasse; the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition and personal limitations; and the physical exertion associated with this activity. Additional dangers may include the hazards of traveling in developing countries; accident or illness in remote places without access or limited access to emergency medical facilities; war, terrorism and other forces. I understand that this description of these risks is not complete and that other unanticipated risks may occur.

Safety is a priority at Embark, but it might be unaware of my or another participant’s fitness or abilities. It might misjudge the weather or other environmental conditions. It may give incomplete warnings or instructions and equipment being used might malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that EMBARK has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.

2. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY. MY PARTICIPATION IN THE ACTIVITY IS PURELY VOLUNTARY, AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.



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3. I acknowledge that EMBARK and its guides have complete authority and discretion as to the performance of activities and trips and may modify itineraries, trip plans, or cancel a trip for any reason. I acknowledge that the success of the trip depends on the cooperation of the participants with the trip guides and with each other. I therefore voluntarily submit to the authority of EMBARK and its guides for the complete duration of the trip.

4. I understand that EMBARK may contract with independent contractors to provide services on the trip or activity, including transportation, travel services and guide services. I understand that EMBARK has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity.

5. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS EMBARK FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF EMBARK'S EQUIPMENT OR FACILITIES, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS, RECKLESS CONDUCT, OR OMISSIONS OF EMBARK OR ANY INDEPENDENT CONTRACTOR, AGENT, SERVICE PROVIDER OR OTHER PERSON OR ENTITY ENGAGED BY EMBARK. I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY EMBARK AGAINST ALL THIRD PARTY CLAIMS, DEMANDS OR CAUSES OF ACTION BY THIRD PARTIES ARISING FROM MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF EMBARK'S EQUIPMENT OR FACILITIES.

6. Should EMBARK or anyone acting on their behalf incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for all such fees and costs.

7. **INSURANCE/MEDICAL AUTHORIZATION.** Embark is not an insurer of me. For my safety, Embark requires participants to carry insurance to cover any injury or damage I may suffer while participating in activities. Embark will set the minimum levels of insurance it requires for each activity and each participant must provide proof of insurance at this minimum level or higher prior to participation. By establishing minimum levels of required insurance, Embark is not warranting that this will be sufficient for each participant's individual needs and Embark encourages each participant to carry insurance in excess of the minimum required. I certify that I have, or will obtain prior to participation, adequate insurance to cover any injury or damage I may cause or suffer while participating and I agree to bear the costs of such injury or damage myself that are not covered by insurance. In the event I fail to provide proof of sufficient insurance, I agree that Embark may disallow my participation and understand that Embark is not responsible for any loss or costs suffered as a result. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby give permission for transportation to any medical facility or hospital and I authorize the any qualified guide or medical personnel to render emergency medical care for my family or myself, the cost of which I am solely responsible. I further agree to defend, indemnify and hold harmless Embark against any and all third party claims against Embark for such transportation and emergency medical care.

8. **ARBITRATION.** The Parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any



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claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association (*or equivalent services*), under the Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction

9. CHOICE OF LAW/VENUE. The laws of the State of Oregon govern this Agreement and I consent to the jurisdiction and venue of the federal and state courts located in Multnomah County, Oregon subject to the arbitration agreement above.

10. ATTORNEY FEES/COSTS. If there is a dispute between the parties relating to this Agreement, the prevailing party is entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred therein.

11. The provisions in this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be construed against Embark. If any part of this agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND CERTIFY THAT I HAVE CAREFULLY READ THE ABOVE AND UNDERSTAND THAT THIS IS A BINDING CONTRACT THAT, AMONG OTHER THINGS, RELEASES EMBARK FROM LIABILITY FOR ALL CLAIMS, CAUSES OF ACTION OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER RELATED TO MY PARTICIPATION IN THIS ACTIVITY AND UNDERSTAND THAT I AM WAIVING ANY RIGHT I MAY HAVE TO BRING AN ACTION AGAINST EMBARK IN A COURT OF LAW OR ANY OTHER TRIBUNAL. I FURTHER ACKNOWLEDGE THAT THE PARTIES INTEND FOR THIS WAIVER OF LIABILITY TO BE INTERPRETED AS BROAD AS POSSIBLE AND OPERATE TO THE FULLEST EXTENT PERMITTED BY LAW. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, I UNDERSTAND IT, AND I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

Signature

Print Name

Date



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PARENT'S OR GUARDIAN'S ADDITIONAL WAIVER/INDEMNIFICATION

(Must be completed for participants under the age of 18)

I am the parent having legal custody or person having legal custody or guardian of the following minor: _____ (print full name of child) (hereafter referred to as the "Minor"). For and in consideration of the Minor being permitted by Embark to participate in its trip/activities and to use its equipment and facilities (hereafter collectively referred to as "activities"), I hereby give my permission for Minor to participate in the exploration activities and further acknowledge and agree to the following on behalf of myself, the Minor, and the Minor's parents/legal guardians, heirs and next of kin, legal and personal representatives, executors, administrators, successors and assigns:

1. **Assumption of the Risk.** Participation in exploration activities with Embark and use of its equipment and facilities is completely voluntary and for the Minor's recreational enjoyment. Risks exist in the various activities offered by Embark, including but not limited to, personal property damage as well as the risk of illness, serious personal injury, disability or death. I assume all risks, including unforeseen risks.

2. Minor is bound by, and I agree to the terms of the Acknowledgment and Assumption of Risk, Release and Indemnification above and all its terms, including but not limited to conditions, limitations and waivers of liability, are which expressly incorporated herein.

3. I represent that the Minor is in good health and proper physical condition to participate in all activities and that the Minor is not, and will not be under the influence of any intoxicant, illicit or prescription drug which would in any way impair the Minor's ability to safely participate in the activities. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the activities, but will abide by the decisions of Embark should it determine that the Minor is unfit or otherwise unable to safely engage in the activities. I will be responsible for any charges incurred on account of the Minor.

4. **LIABILITY WAIVER & RELEASE/INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ALL CLAIMS AND FOREVER RELEASE EMBARK FROM ANY CLAIM, DAMAGES, LIABILITIES, LOSSES, SUITS, COSTS AND EXPENSES INCLUDING ATTORNEY FEES, FOR PERSONAL INJURY TO THE MINOR OR ANY OTHER PERSON, OR LOSS OF ANY PROPERTY, ARISING FROM THE MINOR'S USE OF EMBARK'S FACILITIES AND EQUIPMENT OR THE MINOR'S PARTICIPATION IN ANY ACTIVITIES, INCLUDING CLAIMS ARISING FROM ANY ACTIVE OR PASSIVE NEGLIGENCE OF EMBARK. I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY EMBARK AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES, LOSSES, SUITS, COSTS AND EXPENSES INCLUDING ATTORNEY FEES SUFFERED OR INCURRED BY EMBARK AND ARISING FROM THE MINOR'S PARTICIPATION IN ANY ACTIVITIES OR USE OF EMBARK'S FACILITIES OR EQUIPMENT. THE WAIVER, RELEASE AND INDEMNITY PROVISIONS HEREIN ARE CONTINUING OBLIGATIONS AND ARE INTENDED TO BE AS BROAD, COMPREHENSIVE AND INCLUSIVE**



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AS PERMITTED BY LAW.

5. The provisions in this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be construed against Embark. If any part of this agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

I HEREBY WARRANT THAT I AM OF LEGAL AGE AND AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR, THAT I HAVE READ THIS AGREEMENT AND ALL REFERENCED/INCORPORATED AGREEMENTS CAREFULLY, UNDERSTAND THE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (INCLUDING THE RIGHTS OF THE MINOR, THE MINOR'S PARENTS/LEGAL GUARDIANS, HEIRS AND NEXT OF KIN AND OTHER PERSONS AND ENTITIES IDENTIFIED IN THE AGREEMENT ABOVE). I UNDERSTAND THAT I AM AGREEING TO LET THE MINOR ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY AND THAT EVEN IF EMBARK USES REASONABLE CARE IN PROVIDING THE ACTIVITIES, THERE IS A CHANCE THE MINOR MAY BE INJURED OR KILLED BY PARTICIPATING. BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT THIS IS A BINDING CONTRACT THAT, AMONG OTHER THINGS, RELEASES EMBARK FROM LIABILITY FOR ALL CLAIMS, CAUSES OF ACTION OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER RELATED TO THE MINOR'S PARTICIPATION IN THIS ACTIVITY AND UNDERSTAND THAT I AM WAIVING ANY RIGHT THE MINOR MAY HAVE TO BRING AN ACTION AGAINST EMBARK IN A COURT OF LAW OR ANY OTHER TRIBUNAL. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS AGREEMENT AND EMBARK HAS THE RIGHT TO REFUSE TO LET THE MINOR PARTICIPATE IF YOU DO NOT SIGN THIS FORM. I ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, AND INTEND FOR MY SIGNATURE TO SERVE AS CONFIRMATION OF MY COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT.

Signature of Parent/Legal Guardian

Print Name

Date



Embarck Exploration Co. Booking Terms & Conditions

Embarck Exploration Co. ("Embarck"), accepts booking on the following conditions:

Costs

- An Embarck trip application, signed release and medical forms included with a \$500 per person non-refundable deposit is due to reserve a trip.
- All trips are based on double occupancy. Single travelers will be partnered up with other single travelers. Additional charges will occur for participants requesting single occupancy.
- Final payment is due 90 days prior to departure. If the final payment is not received 90 days before departure, Embarck reserves the right to cancel the booking, retain the deposit and charge the cancellations fees.
- The price quoted for any expedition covers the following costs: planning, organizing, equipment and supplies, administration and internal travel. Client is responsible for: inoculations fees, cost of transport to the departure point for overseas travel, cost of visas, personal prescribed medicines, tips, and incidental costs while in country.
- If the participant wants to change their personal itinerary such staying extra days, additional side trips or excursions please contact Embarck, in writing, and Embarck will provide pricing for these changes.

Cancellations

Cancellations must be in writing. Cancellation charges are based on the date of the receipt of the written notification. Due to non-refundable trip permits, hotel deposits, etc., refunds will be the following:

- a. 0-59 days prior to trip start date: No refund to participant
- b. 60-90 days prior to trip start date: Refund of 25% of the total trip cost
- c. 91 days or more: Loss of the \$500 deposit, all other fees refundable.

Embarck recommends purchasing trip insurance to cover unforeseen circumstances. Be aware that many trip insurance companies will require purchasing their insurance within two weeks of giving a deposit for the trip.

Early Departure: No refunds will be given to participants leaving a trip by personal choice, or by the direction of the guide. Unscheduled services such as transportation, hotels, meals, etc., are the responsibility of the participant.

Route Changes: Route changes due to forces of nature sometimes become necessary. These changes will be at the discretion of the guide. No refunds will be provided in the event of a route or itinerary change.



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Fees: Additional fees can be incurred on an Embark trip should the participant need an emergency evacuation or to change their itinerary. You will be billed for these fees after the trip is over or during the trip itself.

Insurance: Embark requires overseas medical insurance. Embark strongly recommends you purchase trip insurance that includes trip cancellation, lost or damaged baggage. These costs are not covered by Embark.

All participants must be adequately insured medically. Some tours include trekking peaks and whitewater rafting; these may require a 'high risk insurance policy. Please check your insurance coverage for an international trip and that said coverage covers high altitudes if applicable to your trek.

The participant must confirm that he or she is in good health, unaware of any reasons why he or she may be unsuited for the expedition or may likely suffer illness or injury during the expedition.

Itinerary: The outlined itinerary is a general guide that the Company will adhere to. The final itinerary may differ in the order that you visit areas and the places where you stay overnight. We reserve the right to make changes based on weather, road and/or operating conditions imposed by owners of accommodation facilities, etc.

Participants under the age of 18 must be accompanied by a parent or guardian who will be responsible for their behavior and safety.

Embarck reserves the right to cancel any trip due to insufficient participant, in this case participants will receive a full refund.

Your signature authorizes the Company to charge your credit card for the deposit, the full price of the tour or any expenses incurred outside the set itinerary (additional nights in hotels due to illness, etc.).

Signature

Print Name

Date