



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of A CACHETE ADVENTURES SRL, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Released Parties"), I hereby agree to release, indemnify, and discharge Released Parties, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided ATV and UTV tours, van tours, walking, hiking, and sightseeing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the negligence of other participants or persons who may be present; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; accidents involving other vehicles; collision with fixed or movable objects; collisions, and flipping over; traveling to and from activity locations raises the possibility of any manner of transportation accidents; transmissible pathogen or disease; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out.

Furthermore, Released Parties personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in ATV/UTV activities.

