

EXCURSION LIABILITY WAIVER AND RELEASE OF CLAIMS

Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY — THIS IS A LEGAL RELEASE OF LIABILITY

By checking the box in the registration form you acknowledge your receipt of this waiver and that you have read and understood the “Agreement”. No Additions, deletions, changes or the omission of initials for any paragraph does not void the agreement with respect to that paragraph.

In consideration of being permitted to participate in the excursion and related activities organized by Newwest Travel Ltd. and Touchette Retail & Commercial Inc. (collectively referred to as “the Organizers”), I hereby agree to the following terms:

1. Acknowledgment of Risk

I understand and acknowledge that participation in excursions, tours, or activities in Mexico involves inherent risks, including but not limited to: travel in foreign countries, transportation by various means, exposure to the elements, food and beverages, local conditions, wildlife, local insects, flora and fauna, civil unrest, terrorism, misused or poorly maintained equipment or other mechanical failure, roads, trails, hotels, vehicles or other means of conveyance, boats, jet skis or other vessels for use on or in water, high altitude, improper or no access to means of rapid evacuation or availability of medical attention or supplies, the adequacy of medical attention, physical exertion for which Participant is not prepared for, the consumption of alcoholic beverages, or negligence on the part of Participant and other potential hazards. I accept full responsibility for any risks of injury, illness, property damage, or loss arising from my participation.

2. Release of Liability

I hereby release, waive, discharge, and hold harmless Newwest Travel Ltd., Touchette Retail & Commercial Inc., their owners, officers, directors, employees, agents, representatives, affiliates, and any associated suppliers or service providers (collectively “the Released Parties”) from any and all legal claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me while participating in, or traveling to and from, this excursion.

3. Third-Party Services

I understand that the Organizers act only as intermediaries between me and local operators, guides, transportation companies, or other suppliers providing services during the excursion. I acknowledge that these third-party providers are independent contractors over whom the Organizers have no control, and the Organizers are not responsible for their actions, omissions, or negligence.

4. Medical Insurance

I certify that I am physically and mentally fit to participate in the excursion. I understand that I am solely responsible for obtaining adequate travel and medical insurance coverage and that the Organizers do not assume responsibility for any medical costs incurred. Newwest Travel Ltd can provide travel medical insurance quote prior to trip departure.

5. Governing Law; Severability

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, and the laws of Canada applicable therein (and no other). The Participant expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. Understanding and Acceptance

I have read this waiver in its entirety, understand its terms, and voluntarily sign it. I understand that by signing this document, I am giving up certain legal rights, including the right to sue the Released Parties for any reason related to participation in this excursion.