

## WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in a tour with Baja Border Tours, LLC, dba Baja Border Tours (the "Activity"), and as consideration for the right to participate in the Activity, I, for myself, all minors travelling with me, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity, and release and forever discharge Baja Border Tours, LLC, dba Baja Border Tours, its officers, agents, representatives, employees, tour guides, affiliates, members, successors and assigns (hereinafter "Baja Border Tours"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the Activity due to any cause whatsoever, including without limitation, negligence on the part of Baja Border Tours. I agree to indemnify and hold harmless Baja Border Tours against all claims, suits or actions of any kind for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. If Baja Border Tours incurs any of these types of expenses, I agree to reimburse Baja Border Tours for those expenses.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I acknowledge that the enjoyment and excitement of the Activity is derived in part from the inherent risks incurred by international travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. Those risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others. I accept all the inherent risks of the Activity and the possibility of personal injury, illness, paralysis, death or property damage or loss resulting there from. If I choose to consume alcohol during the tour, I assume the risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare. I agree to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that my judgment is impaired. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

I am not relying on any oral, written nor visual representations or statements by Baja Border Tours or any other inducement or coercion to go on the tour. As a participant on the tour, I knowingly and willfully accept full responsibility for my behavior, well-being, and health throughout the tour. I understand that I will be a member of a group and that I will conduct myself in a way that does not endanger myself or the group. I have read, understood and agree to abide by the Terms and Conditions for this tour. Further, I agree at all times during the tour, to comply with any additional instructions given by my tour guide and I accept that non-compliance may result in injury, death or permanent disability and that non-compliance may result in my removal from the tour. In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for those damages.

**Photo Release.** I grant to Baja Border Tours, its representatives and employees the right to take photographs or video of me and all minors travelling with me in connection with this tour. I authorize Baja Border Tours, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Baja Border Tours may use such photographs or video with or without my name and for any lawful purpose, including, for example, publicity, illustration, advertising, and Web content.

X \_\_\_\_\_ Today's Date (MM/DD/YYYY) \_\_\_\_\_

Print Name: \_\_\_\_\_ Emergency Contact Name \_\_\_\_\_

Phone: \_\_\_\_\_ Emergency Contact Phone \_\_\_\_\_

I am the parent or legal guardian of the following minor(s) and I hereby execute this Waiver and Release of Liability and Photo Release on his/her/their behalf: \_\_\_\_\_

X \_\_\_\_\_

## TERMS & CONDITIONS

- ❖ Absolutely no smoking, vaping or drinking alcoholic beverages is allowed in any Baja Border Tours' vehicle.
- ❖ All passengers must be in possession of a valid passport or passport card. It is the passenger's responsibility to ensure that all his or her visa and passport requirements are met for entry into Mexico and reentry into the United States. All passengers are solely responsible for the safekeeping of their own travel documents and other belongings. Passengers should not leave their travel documents or other valuables unattended at any time, or stored in any unattended Baja Border Tours' vehicle.
- ❖ Do not bring or purchase during the tour items prohibited or restricted by U.S. or Mexican authorities including fireworks, firearms, ammunition, illegal drugs and cannabis (medical or recreational). **SUCH ITEMS ARE NOT PERMITTED IN ANY BAJA BORDER TOURS' VEHICLE.** In addition, these items may be confiscated at the border crossing and could result in your arrest and/or criminal prosecution by either U.S. or Mexican authorities. It is the passenger's responsibility to verify if any item in their possession or purchased during the trip is restricted. When in doubt, please check with your guide before purchasing items which you plan to bring back. More information can be found at <https://www.cbp.gov/travel/us-citizens/know-before-you-go/prohibited-and-restricted-items>

**PLEASE NOTE: Despite changes to California law related to cannabis, the purchase, possession or smuggling across the international border of cannabis and other controlled substances can result in serious criminal penalties in the U.S. or Mexico including incarceration.**

- ❖ Passengers are responsible for bringing any prescription medication which they may require during the tour in a labeled prescription bottle (required by Mexican authorities).
- ❖ Please disclose any special physical or dietary requirements or restrictions to your tour guide. We will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options.
- ❖ Please follow all instructions from your guide and driver as they are looking out for your safety and well-being.
- ❖ Please be considerate of the whole group and return to the van on time. Passengers who delay the whole group by failing to return at a designated meeting time, may be charged overtime at a rate of \$75 per hour or portion of an hour that the group had to wait.
- ❖ Please be considerate of your driver so that he/she can focus on road conditions.
- ❖ Please remember that everyone (including your tour guide, driver and servers) appreciates being treated in a courteous manner so please don't forget to use "please" and "thank you" when making a request.
- ❖ Please refrain from using strong perfumes or colognes as other customers may be allergic or sensitive to the odor.
- ❖ Please be mindful that other passengers may have different political or religious views so try to refrain from engaging in conversations in those areas which can sometimes lead to heated debates and hurt feelings - remember, this is a group tour and everyone will be spending the whole day together.
- ❖ If anything makes you uncomfortable, please let us know so that we can try to resolve any issues.
- ❖ **CANCELLATIONS** - Refunds less a \$14 cancellation fee are permitted up to two weeks prior to the tour date. Customers who cancel within two weeks and at least 48 hours prior to tour date will be provided with a credit for a future tour. Baja Border Tours reserves the right to charge full fare for no-shows or cancellations made within 48 hours of a scheduled tour. While we will make every effort not to do so, Baja Border Tours reserves the right to cancel a tour at any time. In the event of a cancellation by Baja Border Tours, all tickets will be fully refunded to the customer.

- ❖ ***The most important rule of all – HAVE FUN!***

