

REDBACK TRAVELS LTD. TRAVEL ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Caution: This is a release of legal rights. Read and understand it before signing.

DESCRIPTION OF SERVICES: Redback Travels Ltd. ("Redback") specializes in organizing spiritual trips to India for yoga teachers and their students. In this capacity, the services we render are limited to facilitating all activities while in India. While we provide arrangements for your overnight accommodations while you attend the Program, we are not responsible for your travel to and from India. When you arrive at the destination, our services are limited to facilitating activities for you to attend. Some of these services are arranged through third parties who are neither our agents nor affiliated with Redback in any manner.

FOREIGN TRAVEL WAIVER. I, _____, a participant in the above- referenced Program, acknowledge that travel to foreign countries may involve many risks not known to me or to Redback, its owners, operators, Officers, employees, independent contractors, representatives, agents, or anyone else attending this Program, which may not be foreseen or which may not be reasonably foreseeable at this time or at the time of the travel Program in which I may participate, and which may not normally be associated with travel, including, but not limited to terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, damage to property belonging to me and others, and differing customs and legal requirements. I knowingly and voluntarily agree to assume any and all risks associated with such travel.

In exchange for being permitted to participate in the Program, I also agree to the following:

ASSUMPTION OF RISK. You are aware of and hereby acknowledge the inherent risks of injury, death, and property damaged involved in Redback's activities, including, but not limited to swimming, hiking, and yoga. These activities pose many risks such as drowning, near drowning, falls, and exposure to other events that may cause you harm. You are aware of the risks of injury, death, and property damage that may result from, among other causes, the active or passive negligence of Redback and its owners, operators, officers, employees, independent contractors, representatives, and/or agents. You are further aware of the risks of injury due to negligent instruction and/or negligent supervision. You are voluntarily allowing yourself to engage in activities including, but not limited to, swimming, hiking, and yoga, with knowledge of the risk of injury, death, or property damage, and other associated risks, and assume any and all known and unknown risks of injury death, and property damage that may result from these activities.

I further assume all risks associated with my participation in the travel Program including, without limitation, the risk of any negligence or recklessness or failure to act, by other participants or others, and the risk of injury caused by the condition of any property, facilities or equipment used during the Program, and I agree to waive, renounce, and release, on behalf of myself, my heirs and my estate, any claim I may have against Redback alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any property, facilities or equipment used during the Program.

RELEASE OF LIABILITY. I, voluntarily and without reservation, and realizing the full legal significance of my action, hereby waive, renounce and release, on behalf of myself, my heirs and my estate, all claims of whatever nature against Redback including, but not limited to, claims of any injury, loss, damage, accident, delay, irregularity or expense caused by strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any steamship, airline, railroad, bus company, hotel, restaurant, school or university, firm, agency or individual, or for any other cause whatsoever arising out of, resulting from or in connection with the above-referred Program. Further, I accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature that I or my property may suffer, and agree to release Redback from any liability arising from any such risks.

INDENMINFICATION AND HOLD HARMLESS. It is expressly understood and agreed that Redback is not providing personal chaperones or supervision with respect to this Program and that I am responsible for my individual conduct, health and safety at all times. I agree to defend, indemnify and hold harmless Redback and its owners, operators, officers, employees, independent contractors, representatives, and/or agents for any and all demands, costs, losses, expenses, claims, recoveries, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in any way connected with my participation in the Program including, but not limited to, damage to property, any injuries or death sustained by any person(s).

REPRESENTATION OF GOOD HEALTH. I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in this Program, and have not been advised otherwise by a medical practitioner. I acknowledge that Redback is in no way responsible for any costs related to my medical care.

CHOICE OF LAW; VENUE. This Agreement shall be governed by the laws of the State of Oregon without regard to any conflict of law provisions. The parties agree that any lawsuit brought to enforce the terms of this Agreement and/or to recover any alleged damages arising from this Agreement must be filed in the Circuit Court of Oregon in an for Multnomah County, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

BINDING AGREEMENT; BROAD CONSTRUCTION. This Assumption of Risk and Release of Liability is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

ENFORCEABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

ATTORNEY FEES. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

KNOWING AND VOLUNTARY EXECUTION: You acknowledge that you have carefully read this agreement, understand its contents, understand that this agreement includes an assumption of the risk of the released parties negligence and a release of their liability. You acknowledge that Redback Travels, Ltd. is materially relying on this waiver and is allowing you to engage in activities including but not limited to climbing, swimming, hiking, yoga, etc.

No refund or adjustment is made, and no prior notice is made, if Redback Travels, Ltd., changes its program by adding, altering, or deleting activities as deemed necessary by the directors. Redback Travels, Ltd., cannot accept responsibility for any personal item lost or damaged by fire, theft. Redback Travels, Ltd., may use any pictures or videos taken of participants during Redback Travels, Ltd. time. This includes digital images which may be posted on our website.

It is essential that any pertinent information, including any social, emotional or physical problems that might limit your active participation in Redback Travels, Ltd. activities be discussed with the directors prior to acceptance and attendance at Redback Travels, Ltd.. We want this to be a successful experience for the participant and Redback Travels, Ltd. This confidential information may be sent by letter, telephone, fax, telephone call, or personal visit.

I have read and understood all of the above conditions and having signed up for a Redback Travels Ltd. trip, agree to be bound by them.

Signature _____ Date _____