

# TERMS & CONDITIONS, WAIVER OF LIABILITY FORM – PARTICIPANTS

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These Terms and Conditions (Participants) contain important information. It is essential that you read them carefully and understand them.

Thank you for joining One Life Adventures on one of our trips! Our services are provided to you subject to these terms and conditions. These terms and conditions can only be amended in writing by One Life Adventures. They are incapable of amendment or waiver by an employee, agent or representative of One Life Adventures or by any other supplier. These terms and conditions are to be read in conjunction with the Booking Terms and Conditions both of which govern your participation in the tour.

## **Parties:**

These terms and conditions (including the exclusion of liability) bind you (the person specified below beside “your full name”). References in these terms and conditions to One Life Adventures includes (where the context permits) our employees, agents, contractors and suppliers and these terms and conditions (including exclusions from liability) apply to their benefit.

## **Acknowledgments:**

Travelling with One Life Adventures requires a degree of flexibility, good humour and an understanding that modes of transport, accommodation and itineraries may change. This can happen even after the tour has commenced, without prior notice due to circumstances beyond our control or when we deem it to be necessary such as flight delay, cancellation or postponement due to notorious weather in the Philippines, or other unpredictable circumstances such as landslides, road blockages, floods, political unrest or delay of arrival etc. Accordingly, we reserve the right to amend, vary, reroute or cancel our tours and we cannot guarantee exact arrival or departure times for certain aspects of the tour. To make this trip as fun and stress-free as possible, you must comply with our directions and advice while undertaking the tour and for matters related to the tour. You must also comply with all laws and legal (including visa) requirements of the Philippines while participating in the tour.

You acknowledge that participation in the tour involves group interaction with other participants and One Life Adventures group leaders. You agree, at all times, to act decently and with respect to other participants and One Life Adventures. You must not cause or create any nuisance to other participants, One Life Adventures or the general public and must treat the environment with respect. We may cancel your participation in a tour at any time without any liability if you breach any of these terms and conditions or if there are reasonable grounds for us to do so. We reserve the right to cancel your participation in the tour if you take part in any illegal activities, or partake in deliberately negligent, violent, or dangerous activities during the tour.

**Guest's responsibilities:**

You are held responsible for being in good health to undertake the tour and also for preparing for the tour by studying the itinerary and any pre-departure information supplied, and for bringing the appropriate clothing, equipment and personal documentation as advised therein. There are optional water-based activities available during the tour, and if you choose to partake in any of these activities you must feel comfortable in the water.

**Medical Issues:**

There are elements of this trip, which require a certain degree of fitness, and for you to be in adequate health. If you suffer from any known medical conditions you must let us know before arrival in the Philippines. Please ensure that you carry with you sufficient supplies of any medications you may require, even if you do not use them regularly. Also, if you wear glasses it is a good idea to have a second pair with you. Our package and tour prices do not include travel or medical insurance so please make sure you are adequately covered. You might also want to consider trip cancellation insurance. Please consult with your health care advisor about any medical issues concerning your trip, including vaccination advice and malaria precautions. One Life Adventures is not liable for the sickness or injury of any tour participant. You warrant to us that you do not have any pre-existing medical condition or disability, which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically capable of completing the tour. You acknowledge that tours are carried out in areas with limited medical services.

You hereby authorise One Life Adventures to take such action as is necessary (but without any obligation on One Life Adventures to do so) for the provision of medical services at your cost including, but not limited to, the arrangement of any medical evacuation service by air or road, the attendance of any nurse, doctor, paramedic or ambulance officer and any necessary hospital service. You must pay on time the costs of those services to the provider of those services or reimburse One Life Adventures within fourteen (14) days of demand. You are not entitled to any refund for any part of a tour that you missed due to sickness, illness or injury or due to other circumstances outside the control of One Life Adventures.

**Travel Insurance:**

**Participants must have adequate travel insurance before departure on our trip.** Your One Life Adventures trip includes 'adventure activities', so your own travel insurance must cover death, personal accident, medical expenses, air ambulance, air rescue, loss of effects, repatriation costs, and all other expenses which may arise as a result of death, loss, damage, injury, delay, or inconvenience occurring to the participant. When obtaining travel insurance, the participant must inform the insurer of the type of travel to be undertaken, especially when "adventure activities" are included in the trip. It is also highly recommended that all passengers take out trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

**Liability:**

You release One Life Adventures from all claims and liabilities arising out of or relating to your participation in the tour including (but not limited to) actions (or inactions) of One Life Adventures undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to One Life Adventures and other participants on the tour. For the purpose of this clause "claims" means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgment, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise. You indemnify One Life Adventures for any loss suffered by it and against all claims (as defined in the preceding paragraph) and liabilities arising out of, or related to, your participation in the tour and any breach by you of these terms.

One Life Adventures may suspend its obligations under these terms and conditions if its ability to perform is effected by circumstances outside its control including cyclones, storms, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god (such as flood) or terrorism or any other cause beyond our reasonable control. Unless required by law or otherwise expressly agreed in writing by One Life Adventures, no refunds are payable and no claims may be made if you do not complete a tour regardless of the reason. You acknowledge that you cannot claim compensation or seek damages if One Life Adventures exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.

**One Life Adventures Travel Disclaimer:**

We have full confidence in the professionalism of the tour operators with whom we partner and we will do our utmost to ensure 100% professional service and a smooth travel experience for our clients. However, One Life Adventures acts solely as an agent between clients and 'tour operator' and thus cannot accept any responsibility for their services. Any disputes that may arise will be handled through the jurisdiction of each operator's respective place of business. Clients are responsible for making their own international air-travel arrangements and for taking out travel insurance and trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

By signing this document you acknowledge and agree to the terms and conditions set out within it.

**Publicity:**

You give permission for One Life Adventures to use images (including still and video) of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only, through whatever medium it chooses.

Do you understand the terms stated in this waiver? **Yes/No**

Do you agree with all terms and conditions stated in this waiver? **Yes/No**

Your Full Name:

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Address:

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Signature:

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Date: