

J CURRIE & ASSOCIATES TRIP RELEASE WAIVER

ABOUT J CURRIE & ASSOCIATES: J CURRIE, INC., (JCA) is a privately-owned company registered in the State of Illinois. The company offers adventure travel programs in countries around the world. JCA offers adventure, community service, language, and educational programs for participants of all ages. As a condition of enrolling in a program with JCA, the participant and participant's parents and/or legal guardian(s) [collectively you or we] are required to agree to these Terms and Conditions and this liability release agreement. These Terms and Conditions and Trip Release Liability and Assumption of All Risks "Release" constitute an agreement between you and JCA. The Trip Release Liability and Assumption of All Risks Form is available for review before, during and after enrollment by visiting the JCA webpage www.jcurrie.guru/resources. Participants and parent(s)/guardian(s) understand that the Trip Release Waiver Form are made publicly available for their review.

EXPECTATIONS: JCA adventures are structured group activities which require positive, active and willing participation. JCA trips are all within the ability range of the vast majority of average adults/young adults who have the desire to participate. Participants must recognize their personal responsibility to the success of their trip. Ultimately, it is the responsibility of the parent to assess the appropriateness of JCA programs for their daughter/son. JCA cannot anticipate or eliminate risks or complications posed by participants' mental, physical or emotional conditions. The majority of JCA's time and activities are structured and supervised, but participants will have some "free time" which does not involve constant supervision/surveillance. Participants must JCA able to assume responsibility for their actions and decisions. Participants whose parent(s) require them to JCA under constant surveillance should not apply.

JCA contracts with organizations that are independent contractors (not employees or agents of JCA) to provide some of the services and activities participants may engage in. JCA has made extensive efforts to locate responsible contractors but does not supervise or control these contractors and is not legally liable or responsible for their conduct. Employees of independent contractors ARE NOT employees of JCA. Participants and their parent acknowledge that they may independently investigate and assess these organizations, services, and activities.

AIRFARE: JCA prices do not include the cost of domestic, international or other airfare unless expressly mentioned in the program's descriptions. JCA will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by JCA or the applicable air carrier(s). JCA acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. JCA is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

TRAVEL DOCUMENTS: It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or

medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with JCA as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by JCA that is a direct result of your failure to secure or JCA in possession of proper travel documentation. JCA does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that JCA is not responsible for any errors or omissions in this information.

MEDICAL REQUIREMENTS & PROGRAM SUITABILITY: You must provide the required JCA Medical Suitability Form, within 14 days of your enrollment. Medical Forms are mandatory for every participant, every Trip. JCA must JCA specifically notified by email or phone if the participant has any pre-existing medical conditions which may impact their ability to travel, participate in an activity, travel to remote areas without access to medical facilities or may adversely affect the experience of others on the JCA Trip. You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The JCA Medical Suitability Form is available for review at: www.jcurrie.guru/resources

Parent(s)/guardian(s) are responsible for assessing whether a program is suitable for your child or ward. You should consult the participant's physician and/or your local travel clinic to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. JCA does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the program based on your child or ward's unique circumstances, limitations, fitness level and medical requirements. Travel with JCA may involve visiting remote or developing regions, where medical care may not JCA easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries visited by JCA vary and JCA makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions. JCA reserves the right to deny you permission to travel or participate in any aspect of a JCA program at any time and at your own risk and expense where JCA determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others. Parent/guardians understand that they are required to have medical insurance for the participant and are solely responsible for covering any and all of participant's medical costs and expenses.

SPECIAL REQUIREMENTS: Any special requirements must be disclosed to JCA at the time of booking. JCA 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 outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to JCA at the time of booking but JCA cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and JCA and JCA is not liable for any failure to accommodate or fulfil such requests.

ASSUMPTION OF THE RISK: Participant and his/her parent or guardian understand that JCA's educational, instructional, recreational and/or adventure activities include inherent and other risks, hazards and dangers that can cause injury, death or other loss. JCA trips include a wide range of activities, you should visit www.jcurrie.guru and call JCA's office to discover the activities. Activities take place in remote geographic locations, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. Although JCA staff or contractors may have wireless devices (including cell phones) while conducting programs, use of these devices in international, outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent. Participant agrees that JCA representatives are and have been available to answer any questions about these activities and the associated risks, and that participant is voluntarily participating in JCA activities with knowledge of the risks. Participant and parent/guardian agree to accept and assume all inherent and other risk arising from or related to JCA activities, including any injury or other loss resulting from those risks. Neither JCA nor its officers, directors, contractors, employees, agents or staff can safeguard against injuries or accidents which may occur for whatever reason on any program.

LIABILITY RELEASE AND INDEMNITY AGREEMENT

Terms and Conditions: Please fully read the Terms and Conditions below. Initial the following:

- _____ I acknowledge that my I and/or my child are voluntarily participating in this trip with the knowledge that there are inherent risks involved, including but not limited to: injury or death; negligence on the part of JCA; negligence on the part of any of JCA's agents, associates, employees, suppliers, independent contractors or others; negligence on my I and/or my child's part, physical exertion for which I and/or my child is not prepared; forces of nature, civil unrest, acts of terrorism, criminal activity, force majeure, transportation accidents, whether by plane, train, auto, bicycle, or other conveyance, or by foot or other form of active or adventure travel; risks associated with food or impure water; breakdown of equipment; high altitude; inclement weather; lack of or limited access to medical attention; inadequacy of medical attention once provided; and lost, stolen or misplaced luggage or any other property. I recognize that such risks may be present before, during and after the trip in which I and/or my child is participating under the arrangements made by JCA and its agents and associates. I hereby accept all the responsibilities for I and/or my child's safety and welfare notwithstanding the inherent risks involved.

- _____ I acknowledge that in exchange for payment of the cost of the trip selected and by executing this Trip Release Liability and Assumption of All Risks, I and/or my child are allowed to participate in such trip. Therefore, as lawful consideration for the right to participate in the trip, I and my child hereby fully assume responsibility for my I and my child's welfare and accept any and all risks associated with the trip of delay, inconvenience, unanticipated events, mental or physical illness or injury or death, and do hereby release and discharge JCA and its parent, affiliated companies, members, employees, associates, guides, partners, independent contractors and agents ("Released Parties") from and against all liability, actions, claims, including claims for negligence, and demands for any damages resulting from my child's participation in the trip.

- _____ I hereby release Released Parties from any and all liabilities arising from I and/or my child's participation in the trip selected to the maximum extent of the law. I agree further that this Release and the obligations herein shall be legally binding upon me personally, all members of my family including all minors, my heirs and the heirs of all minors participating, successors, assigns

and legal representatives. It is my intention that I and/or my child assume fully all the risks associated with this trip and to release Released Parties from any and all liabilities.

— This Release and indemnity agreement is given in consideration of the services provided by J Currie, Inc., DBA: "JCURRIE & ASSOCIATES" & "WWW.JCURRIE.GURU" and its owners, officers, directors, employees and agents (collectively "JCA"), as well as contracted third-parties or otherwise, in allowing participant to participate in the JCA program. This Release and Indemnity Agreement contains a surrender of certain legal rights. Participant and his/her parent or guardian agree to release and not to sue JCA with respect to any and all claims, liabilities, suits or expenses (including attorney's fees and costs) for any injury, damage, death, or other loss in any way connected with JCA activities or participation in JCA activities, including, but not limited to, claims arising from the conduct of JCA or any of its independent contractors. I agree to indemnify and hold harmless JCA with respect to any such claims, liabilities, suits or expenses (including attorney's fees and costs). This Release and Indemnity Agreement includes all claims resulting from JCA's negligence (but not its gross negligence or willful misconduct) and includes claim/s for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

JCA IS NOT LIABLE FOR THIRD-PARTY SUPPLIERS: JCA contracts with organizations that are independent contractors (not employees or agents of JCA) to provide some of the services and activities participants may engage in. JCA has made extensive efforts to locate responsible contractors but does not supervise or control these contractors and is not legally liable or responsible for their conduct. Employees of independent contractors ARE NOT employees of JCA. JCA will gladly provide names of independent contractors upon request. Participants and their parent(s) and/or guardian(s) acknowledge that they may independently investigate and assess these organizations, services and activities. JCA makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (Third-Party Suppliers) to provide participants with some or all of the components of their program. Third-Party Suppliers may also engage the services of local operators and sub-contractors. Although JCA takes all reasonable care in selecting Third-Party Suppliers, JCA is unable to control Third-Party Suppliers, does not supervise Third-Party Suppliers and therefore cannot JCA responsible for their acts or omissions. Any services provided by Third-Party Suppliers are subject to the terms and conditions imposed by these Third-Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third-Party Supplier. You acknowledge that Third-Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and JCA does not warrant that any Third-Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

JCA IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE TOUR OPERATOR AND ITS EMPLOYEES.

JCA is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors

CANCELTATION: JCA reserves the right to cancel any trip due to low enrollment or any concerns regarding the health, safety and wellbeing of our participants. JCA reserves the right to change an itinerary at any time. JCA is not responsible for any costs incurred in preparing for a program that is canceled. A full refund or alternative options will always be offered.

ITINERARY CHANGES: JCA reserves the right, in its sole discretion, to change trip itineraries without notification. Itinerary changes are made in the best interest of the group's safety and well-being.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of JCA. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with JCA, whether or not such expenses arise from a change of itinerary, and JCA is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. JCA will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to JCA is accurate and up-to-date. Any changes to your name on any booking are subject to the approval of JCA. Any changes to a booking depend on availability and are subject to the approval of JCA and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 5 days of departure of the first product or service on the applicable booking.

RULES: JCA has the right to terminate the participation of any participant who refuses to cooperate within the rules of JCA and to initiate the logistical process of the participant's departure, at the sole costs of the participant, if the parent/guardian and the emergency contacts cannot be reached. The use or possession of any form of tobacco, alcoholic product, illegal drug or firearm may result in the participant's immediate dismissal and return home from the program and JCA may conduct random searches of participants belongings from time to time. If a participant leaves a program for any reason whatsoever (including, but not limited to, voluntary withdrawal, disciplinary infraction, illness, injury, ailment, or any other reason), there are no refunds unless Optional Tuition Insurance has been purchased.

COMMUNICATION: Direct communication with participants is limited during trips.

IMAGES & MARKETING: You agree that, while participating on JCA images, photos or videos may be taken by other participants, JCA or its representatives that may contain or feature you. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to JCA, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

PRIVACY POLICY: JCA must collect your personal information to deliver the program and any products or services booked. JCA collects, uses and discloses only that information reasonably required to enable JCA and its Third-Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in JCA's Privacy Policy, which can be accessed any time at www.jcurrie.guru/policies and is expressly incorporated into these Terms. By submitting any personal information to JCA, you indicate your acceptance of the Tour Operator's Privacy Policy.

To foster the development of friendships and camaraderie before the program begins, JCA encourages all participants to share the contact information of participants and parent/guardian(s) with other participants and parent/guardian(s) from the same program (via an online group or otherwise), but the decision to do so is ultimately your own. JCA reserves the right to contact a participant's school or guidance counselor to inform them of their participation in a JCA program.

CHOICE OF LAW / ARBITRATION: Participant and parent/guardian understand and agree that Illinois law (without regard to its conflict of laws rules) governs the construction and interpretation of this document, any dispute they have with JCA, and all other aspects of their relationship with JCA. Participant and parent/guardian agree that any dispute concerning, relating to, arising out of or referring to the subject matter of this document, including the relationship between them and JCA, shall be resolved exclusively by binding arbitration in Naperville, IL, according to the then-existing Commercial Rules of the American Arbitration Association and the substantive law of Illinois.

INTERPRETATION: This document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions.

AMENDMENTS: JCA reserves the right to update or alter these Terms at any time and will post the amended Terms on JCA's website at www.jcurrie.guru/resources. Any amendment will take effect 10 days after being posted to JCA's website. An up to date copy of these Terms, as amended, may be accessed at any time on the JCA's website and will be sent to you upon written request to JCA. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Tour Operator's website. JCA recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

PERMISSION: Parent/guardian grants permission for the participant to participate in all activities organized by or through JCA, to cross international borders and to use public and private transport. Parent/guardian authorizes JCA to take and use participant's photo or image for promotional purposes without recourse by or compensation to participant or parent/guardian. JCA strives to be 100% paperless. Parent/guardian understands and agrees that email addresses will be used for JCA communications. Parent/guardian agrees that all digital/electronic forms are legally binding.

PARTICIPANT NAME (PRINTED)

NAME OF GUARDIAN (PRINTED)

PARTICIPANT'S SIGNATURE

GUARDIAN'S SIGNATURE

DATE