

VICTOR EMANUEL NATURE TOURS REGISTRATION FORM

2525 Wallingwood Drive, Suite 1003 • Austin, TX 78746 • Phone: 1.800.328.VENT (8368) or 512.328.5221

Fax: 512.328.2919 • info@ventbird.com • www.ventbird.com

PLEASE PRINT. ONE FORM PER PERSON, SIGNATURE REQUIRED.

TOUR INFORMATION

Tour Name: _____

Tour Start Date: _____ (mm/dd/year) If offered, do you wish to participate in Pre/Post tour(s)?: Yes No

If yes, list Pre/Post tour name(s): _____

PARTICIPANT INFORMATION

Name: _____ Date of Birth: _____
(as it appears on passport) (mm/dd/year)

Preferred Name: _____ Gender: Male Female
(for mailings & name badge)

Address: _____

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Email Address: _____
(Unless the VENT office is notified, your email address will be included on the participant list for this tour.)

Please add my email address to your list to receive the VENTFLASH newsletter. I currently receive the VENTFLASH.

Phone (Cell): _____ Work: _____ Home: _____

PASSPORT INFORMATION (For international destinations only.)

Passport No.: _____ Exp. Date: _____ Country: _____
(mm/dd/year)

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name: _____ Relationship: _____

Phone (Cell): _____ Work: _____ Home: _____

Email address: _____

ACCOMMODATIONS

Please try to find a roommate for me I would like single accommodations, if/when available at additional cost

I would like a room with: 1 bed 2 beds I smoke I snore

I will be rooming with (if known): _____

HEALTH INFORMATION

Describe/assess your physical condition: _____

Dietary restrictions: _____

Prescriptions & Medications: (For long lists, please type or print a separate sheet and include it with this form.) _____

Allergies: (Medical/Food/Environment) _____

FIELD REPORT

After completion of your tour, we will send the final field report to the email address you have provided. If you would prefer to receive your copy via U.S. Mail, please contact the VENT office.

TOUR PAYMENTS

Payments, including initial deposit, mid-payment (if applicable), and balance may be made via MasterCard, Visa, check, money order, or bank transfer. *(Please contact the VENT office for bank transfer information.)*

If paying by credit card:

I authorize Victor Emanuel Nature Tours to charge the following (check all that apply):

- Initial deposit Mid-payment *(if applicable, on due date)* Balance *(on final payment due date)*
 Full payment *(required if registering after final payment due date)*

Name *(as it appears on the card)*: _____

Card No.: _____ Exp. Date: _____ Security Code: _____
(mm/year)

Billing Address *(if different from mailing address)*: _____

State: _____ Country: _____ Zip: _____

Signature: _____ Date: _____
(mm/dd/year)

If paying by check or money order:

Check No.: _____ Amount: \$ _____

Enclosed is a check for the following *(check all that apply)*:

- Initial deposit Mid-payment *(if applicable, on due date)* Balance *(on final payment due date)*
 Full payment *(required if registering after final payment due date)*

ASSUMPTION OF RISK, WAIVER AND RELEASE

(PLEASE READ, SIGN, AND DATE ON THE NEXT PAGE)

IMPORTANT NOTICE: YOUR REGISTRATION IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN AND RETURN THIS RELEASE AND INDEMNITY AGREEMENT WITH YOUR DEPOSIT. YOUR TRIP ATTENDANCE WILL NOT BE CONFIRMED UNTIL YOU HAVE SIGNED AND RETURNED THIS RELEASE AND INDEMNITY AGREEMENT.

Release and Indemnity Agreement (the "Agreement")

Each participant named on the Registration Form above desires to participate in the tour(s) listed thereon. In consideration of being permitted by Victor Emanuel Nature Tours Inc., a Texas corporation, ("VENT") to participate in the tour(s) and in recognition of VENT's reliance hereon, I agree to the terms and conditions set forth in this Agreement.

The tour(s) will offer a unique opportunity to experience birds and wildlife (and history and culture in some cases) in a variety of environments. However, I am aware and understand that participating in the tour(s) is a potentially dangerous activity and involves risk of serious injury, disability, death and/or property damage. I am also aware of the highly contagious nature of bacterial, viral and other infectious diseases, including but not limited to, the 2019 novel coronavirus disease (COVID-19) (the "Disease"), and the risk that I may be exposed to or contract the Disease by participating in the tour(s), which may result in serious illness, personal injury, disability, death and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions or negligence of VENT employees or others, including negligent emergency response or rescue operations of VENT. I understand that, while VENT has implemented measures to reduce the risk of injury from participation in the tour(s) and the spread of the Disease, VENT cannot guarantee that I will not be injured or become infected with the Disease due to my participation in the tour(s) and that participating in the tour(s) may increase my risk of contracting the Disease.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE TOUR(S) WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE TOUR(S), WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF VENT OR OTHERWISE.

During the tour(s), I will comply with all federal, state and local laws, orders, directives and guidelines related to the Disease and participating in the tour(s), including, without limitation, requirements related to hand sanitation, social distancing and use of face coverings and safety equipment. I will also follow all instructions, recommendations and cautions of VENT at all times during the tour(s). If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the tour(s), or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the tour(s).

I hereby expressly waive and release any and all claims, now known or hereafter known, against VENT, its agents, servants, employees, shareholders, officers, directors, affiliates, attorneys, contractors and subcontractors, past, present and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively with VENT, the "Released Parties"), on account of injury, illness, disability, death or property damage arising out of or attributable to my participation in the tour(s), whether arising out of the ordinary negligence of VENT or any other Released Party or otherwise. I covenant not to make or bring any such claim against VENT or any other Released Party, and forever release and discharge VENT and all other Released Parties from liability under such claims.

I knowingly and voluntarily waive, release, save, hold harmless and indemnify VENT and all other Released Parties, and all of their respective properties, assets and interests, from any and all claims, actions, causes of action, demands,

rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, or resulting from, any and all known or unknown, foreseen or unforeseen personal injury or death, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of my participation in the tour(s) (collectively, "Claims").

IT IS MY INTENTION THAT THIS AGREEMENT WILL APPLY TO ALL OF THE CLAIMS WITHOUT LIMITATION AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, AND REGARDLESS OF THE DEGREE OF NEGLIGENCE.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the tour(s). I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge and hold harmless VENT from any claim based on such treatment or other medical services.

I have obtained, read and reviewed copies of the Deposit & Payment Policies, Cancellation & Refund Policies and the Responsibility Statement, as either contained within each tour itinerary or located under the "Help" link at <https://www.ventbird.com/>, and I understand, consent to and agree to be bound by the conditions and provisions stated in such policies and statement. Except for the health problems listed on the Registration Form, each participant is in good physical health and able to tolerate the physical demands of the tour(s). Each participant understands, consents to and agrees that such participant may be subject to removal from the tour(s) as detailed in the Responsibility Statement.

Any Claim arising out of or relating to this Agreement or the Released Parties' performance of their tour obligations, including, without limitation, any Claim relating to bodily injury, property damage or death, will first be submitted in good faith by the Released Parties and participant to nonbinding mediation in Travis County, Texas. If the Claim is not settled at mediation, the Claim will be submitted, at the sole discretion of the Released Parties, to arbitration in Austin, Travis County, Texas, administered by Judicial Arbitration and Mediation Services, Inc. or its successor ("JAMS") in accordance with the (i) then-current

JAMS Comprehensive Arbitration Rules & Procedures and (ii) laws of the state of Texas. No waiver of this agreement to arbitrate will be enforceable on the parties, and judgment hereon may be entered by a court in Travis County, Texas having subject matter jurisdiction. If the Released Parties do not elect to have a Claim submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement will be in Travis County, Texas. Even after suit is filed, the Released Parties will have the right to submit the case to arbitration by motion filed within 120 days after service of process, summons, citation or statement of claim on the Released Parties. Participant and the Released Parties agree and stipulate that this agreement to arbitrate, including each related agreement and transaction, is involved in interstate commerce. This agreement to mediate, arbitrate, or submit Claims to court does not waive or modify the release and indemnity contained in this Agreement.

EACH PARTY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION PROCEEDING.

I have read and understand this Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms will be binding on me and on my heirs, legal representatives and assigns. If any provision of this Agreement is determined to be void, unenforceable, ineffective, or against public policy, such provision will be disregarded and deemed removed from this Agreement, and will not affect the remaining provisions of this Agreement. The terms of this Agreement are contractual and binding upon the parties.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN PARTICIPANT, VENT, AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY VENT WILL BE IN TRAVIS COUNTY, TEXAS.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE VENT.

I have read the foregoing Agreement, understand the Agreement, and agree to be bound by the Agreement.

Signature: _____ **Print Name:** _____ **Date:** _____
(mm/dd/year)