



Reservation Form & Participation Agreement

To become a part of any of our adventure programs please send the following:

- 1. A completed Reservation Form**
- 2. A completed and signed Participant Agreement**
- 3. A 20% non-refundable deposit made out to The Southern Terrain**

Mail Information To:

Attn: The Southern Terrain
914 Stevens Ave.
Solana, Beach, CA 92075

Credit Card Payment:

We are now accepting all major credit cards. If you wish to pay by credit card please give us a call on (858) 309-2311 and we can process your transaction. There will be a 2.5% surcharge for any credit card transactions.

Once we receive your information we will send you written confirmation of your reservation as well as additional information about your selected adventure. The balance of payment is due in full 30 days prior to departure. Upon receipt of your deposit you will also receive a complete adventure kit including a gear list and detailed itinerary and training program specific to your adventure. If you have any questions please feel free to contact us at (858) 309-2311 or e-mail us at info@tstadventures.com.

Reservation Form

Adventure Information:

Trip Name: _____

Departure Date: _____

Personal Information:

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____ Cell Phone: _____

E-Mail: _____

Date of Birth: _____ Sex: _____

Dietary Restriction: _____

T-Shirt Size: _____

Fitness Information

How many days a week do you exercise: _____

What are your main forms of exercise: _____

Emergency Contact Information:

Name: _____

Phone: _____

Family Physician: _____

PARTICIPANT AGREEMENT

(INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY)

Name (Print)

Please read this document carefully. It must be signed by all participants (hereinafter referred to below as "Participant" or "Participants"). A "Participant" includes adults and minors, unless indicated otherwise. If the Participant is a minor (under 18 years of age in most states), at least one parent or guardian (hereinafter referred to below as "Parent ") must also sign, as evidence of Parent's acknowledgment and agreement to the following, on Parent's behalf and on behalf of the minor Participant.

Participant (adult and minor), joined by Parent if the participant is a minor, in consideration of the services of The Southern Terrain, LLC (hereinafter referred to as the "Southern Terrain"), acknowledges and agrees as follows:

ARTICLE I **TRIP COSTS**

Section 1.1 The full balance of a Southern Terrain program (the "Trip Cost") is due 60 days before the program departure date (the "Departure Date"). The Participant(s) agrees that the Southern Terrain has the right to cancel the Participant's reservation at any time prior to delivery of the Trip Cost.

ARTICLE II **FLEXIBILITY**

Section 2.1 Prices and Surcharges. The Southern Terrain reserves the right to impose surcharges up to 60 days before the Departure Date due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, taxes, or if government action should require it to do so. Surcharges will be calculated by subtracting the original Trip Cost from the original Trip Cost plus all additional fees, charges and surcharges. The Southern Terrain will be responsible for the first 2% of the additional charge and the Participant will be responsible for the balance. The Southern Terrain will send a written notice by fax or e-mail stating the balance that the Participant is required to pay. Any payment of surcharges by the Participant must be made by the Participant within 14 days as of the date of the surcharge notice. If any surcharge results in an increase of more than 10% of the Trip Cost, excluding the insurance premiums, the Participant may cancel the reservation by sending a Cancellation Notice (as the term is defined herein) by fax and will be entitled to receive a full refund within 14 days as of the date of the cancellation, less any costs and expenses authorized by the Participant and incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program.

Participant Agreement

Participant Initials _____

Section 2.2 The Nature of Adventure Travel. The Participant acknowledges that the nature of the program is adventurous, physically demanding and challenging. The Participant realizes that such vacations may involve a significant amount of personal risk. Because of political and cultural differences as well as generally strenuous physical conditions, travel to the areas that we visit involves risks outside those regularly faced in daily life. By making a reservation, the Participant acknowledges that there is risk involved and takes responsibility for that risk. The Participant also acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The outlined itinerary for each trip must therefore be taken as a general guideline for what each program plans to accomplish and not as a contractual obligation on the part of Southern Terrain. The Participant understands that routes, schedules, itinerary, amenities, and modes of transportation may be subject to alterations without prior notice. The alterations may be affected by local circumstances or events, including sickness, mechanical break-down, flight cancellation, strikes, events occurring, due to the political disputes, entry or border difficulties, weather and other unpredictable or unforeseeable circumstances. The Participant(s) hereby agrees that the Southern Terrain will have no responsibility for any of the aforementioned alterations.

ARTICLE III **UNUSED SERVICES**

Section 3.1 There will be no refund for unused services. There are many optional extra activities that may become available during the course of a program, however, Southern Terrain has no obligations to perform activities other than the activities specifically listed in the enclosed trip package and that are included in the Trip Cost.

ARTICLE IV **TRAVEL DOCUMENTS**

Section 4.1 Before departing on a Southern Terrain program, the Participant is required to have, and the Participant takes full responsibility for obtaining, a valid passport and necessary visas, permits, insurance if not provided, certificates or vaccination and any other necessary document for traveling to the destinations in the Participants Southern Terrain program. Any advice or information given by Southern Terrain regarding visas, vaccinations, passports, clothing, climate, baggage, special equipment etc is given in good faith but without responsibility on the part of Southern Terrain. In the event that Participant(s) fails to obtain the necessary and proper documents for traveling to the destinations in the Participants Southern Terrain program, Participant shall still be entitled to pay Southern Terrain (50%) of the full cost for the trip.

ARTICLE V **INSURANCE**

Section 5.1 All Participants wishing to participate in a Southern Terrain program are responsible for acquiring sufficient personal health and travel insurance, if not provided by the specific program, and indicating such insurance coverage on the Insurance Form. No Participant will participate in a Southern Terrain program without adequate health and travel

insurance coverage, as determined by Southern Terrain, and the Participant accepts full responsibility for obtaining such insurance with coverage that Southern Terrain requires. The Southern Terrain may assist Participant in obtaining adequate insurance coverage. The Southern Terrain requires that all Participants have insurance that covers personal accident, medical expenses, air ambulance, loss of effects, repatriation costs, cancellation insurance and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. Where the Southern Terrain assists Participant in obtaining insurance, the Participant acknowledges that the Participant is satisfied with the level of insurance arranged by Southern Terrain, and that Southern Terrain is not liable for disputes between the insurance company and the Participant. Where the Participant independently has or acquires insurance, the Participant must provide a completed Insurance Form to Southern Terrain with information regarding the insurance 10 days after making the initial reservation. It is the Participants responsibility to inform its insurer of the Southern Terrain program, the risks associated with such program, the type of travel undertaken and to confirm that its insurance coverage at the time of a program is adequate and covers all risks associated with a Southern Terrain program.

ARTICLE VI

CANCELLATION, CANCELLATION NOTICE AND CANCELLATION CHARGES

Section 6.1 Cancellation by the Participant. Any cancellations of a program by a Participant must be made in writing and sent via fax to the Southern Terrain (the “Cancellation Notice”). Cancellation charges are assessed based on the delivery date of the Cancellation Notice as determined below:

(a) In the event a Participant delivers the Cancellation Notice 60 days prior to the Departure Date, the Participant, in addition to forfeiting the reservation fee, will reimburse Southern Terrain for any costs and expenses authorized by the Participant and incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program.

(b) In the event Cancellation Notice is delivered within 60 days from a Departure Date but prior to 14 days from a Departure Date, the Participant is entitled to a refund of 25% of the Trip Cost, paid by the Southern Terrain within 15 business days after delivery of a Cancellation Notice, less any costs and expenses authorized by the Participant and incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program. In the event that 25% of the Trip Cost is insufficient to cover any costs and expenses authorized by Participant and incurred by the Southern Terrain, the Participant shall be required to reimburse Southern Terrain for any additional costs and expenses incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program; provided, however, such cancellation is not made on the basis of an Unforeseen Event as defined below.

(c) In the event that the Cancellation Notice is delivered less than 14 days prior to the Departure Date, the Participant will have no right to any refund of the Trip Cost

and will reimburse Southern Terrain for any costs and expenses authorized by the Participant and incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program; provided, however, such cancellation is not made on the basis of an Unforeseen Event as defined below.

(Note to Participant: The Southern Terrain encourages all its Participants to arrange travel insurance, including cancellation insurance, within 10 days after sending the Reservation Form. The Southern Terrain will gladly provide information regarding travel and cancellation insurance and reputable insurance companies through which trip cancellation insurance is available. Please call (858) 309-2311 or e-mail info@thesouthernterrain.com for more information.

Section 6.2 Cancellation by the Participant due to an Unforeseen Event. In the event that a Participant is prevented from traveling or undertaking the physical demands of a Southern Terrain program due to serious illness or death in the immediate family (collectively, an “Unforeseen Event”), and the Trip Costs have been paid in full by the Participant, the Participant may (i) request a cancellation, by delivery of a Cancellation Notice including detailed information regarding the Unforeseen Event, of his or her participation in the Southern Terrain program that the Participant had been registered, and (ii) may register for a subsequent Southern Terrain program, by delivery of a Reservation Form within 5 days of the delivery of the Cancellation Notice, and apply the remainder of any Trip Cost not used by Southern Terrain in preparing the Participant for the original program, to a subsequent program. If the Trip Cost of the subsequent program is higher than the Trip Cost of the original program, the difference must be paid prior to 60 days from the Departure Date of the subsequent program. In the event the new reservation form is sent within 60 days prior from the Departure Date of the subsequent program, the difference in Trip Costs between the original program and the subsequent program is due at the time of reservation. If the Trip Cost of the subsequent program is lower than the original Trip Cost, Southern Terrain will provide a refund less any expenses incurred due to the cancellation.

Section 6.3 Confirmation of Cancellation. In the event of any cancellation by a Participant, within 10 days of receipt of a Cancellation Notice, Southern Terrain will deliver a confirmation of cancellation to Participant, including, if applicable (i) any refund of Trip Costs, (ii) a request for reimbursement of expenses including an itemized list of expenses incurred by Southern Terrain authorized by and on behalf of Participant in preparation of a cancelled program, and (iii) a request for additional funds for any differences in Trip Costs between a cancelled program and a subsequent program.

Section 6.4 Cancellation by Southern Terrain. At any time prior to 60 days from a Departure Date, Southern Terrain has the right to cancel a program on any basis Southern Terrain deems appropriate. At any time within 60 days before a Departure Date, Southern Terrain may cancel the program only in instances of force majeure or unusual or unforeseen circumstances outside Southern Terrain’s control, as determined on a reasonable basis by Southern Terrain.

(a) In the event Southern Terrain cancels a program pursuant to its rights under this Participant Agreement, Southern Terrain is required to deliver a written notice by fax



or by e-mail to each Participant, offering them one of the following alternatives:

(i) a full refund of all Trip Costs in relation to a program, less any costs and expenses authorized by the Participant and incurred by Southern Terrain (including, but not limited to, any travel expenses or costs incurred in obtaining insurance) in preparing the Participant for the Southern Terrain program, or

(ii) an alternative program with open reservations. In the event a Participant elects to participate in an alternative program, the Participant must deliver a new Reservation Form. If the alternative Trip Cost is lower than the original Trip Cost, the Participant will be entitled to a refund of the difference, which will be paid by Southern Terrain within 10 days of delivery of the new Reservation Form. If the alternative Trip Cost is higher than the original Trip Cost, the Participant must enclose with the new Reservation Form the difference in Trip Costs by check or money order made payable to Southern Terrain.

ARTICLE VII **BEHAVIOR**

Section 7.1 Final acceptance in a program is contingent upon the receipt and review of a (i) non-refundable deposit, (ii) completed Reservation Form, (iii) executed Participation Agreement, (iv) completed Insurance Form and (v) completed Health Form. The Southern Terrain seeks participants who are motivated to learn outdoor skills and develop leadership, are in good health, physically and emotionally, and are socially responsible.

Section 7.2 The Southern Terrain is not an appropriate choice for individuals dealing with behavioral, motivational or rehabilitation issues. The Southern Terrain has the right to deny admission to anyone it believes to be unable to meet the physical, mental, social or safety demands of its programs.

Section 7.3 The Southern Terrain will expel any Participant who exhibits behavior that, in its sole discretion, is unsafe or disrupts or distracts from the mission of their program. Harassment, use of drugs and excessive use of alcohol, theft or misuse of property, low motivation and disregarding instructions are examples of behavior that will lead to expulsion. If a Participant is expelled there will be no refund.

ARTICLE VIII **EQUAL OPPORTUNITY**

Section 8.1 The Southern Terrain does not discriminate on the basis of race, color, religion, creed, sexual orientation, national origin, age or disability in the administration of its admission or employment policies. Unfortunately, if Southern Terrain reasonably determines that a disability could lead to an inappropriate level of danger to the participant or others, based upon a particular activity, then that person may be ineligible for that particular program or assignment but would not be excluded from other opportunities offered by Southern Terrain.

ARTICLE IX
ACTIVITIES AND RISKS

Section 9.1 The Participant understands that Southern Terrain has attempted to provide its Participants with appropriate equipment and skilled staff for its programs. Nevertheless, the activities associated with the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. Southern Terrain does not want to frighten its Participants or reduce their enthusiasm, but considers it important for them and their families to know in advance what to expect, and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

(a) During a Southern Terrain program, a Participant may live, camp and travel out of doors, where the Participant may be subject to numerous environmental and other risks. Activities vary from program to program and may be strenuous, physically and emotionally. The activities may include hiking and backpacking, mountaineering, climbing and descending glaciers and rock and ice cliffs, whitewater and sea kayaking, rafting, canoeing, sailing, horse packing, skiing, snowboarding, mountain biking, fishing, high altitude mountaineering, and caving.

(b) Southern Terrain programs usually occur in remote places, perhaps many days from medical facilities. Communication and transportation are difficult and evacuations and medical care may be significantly delayed.

(c) Equipment may fail or malfunction, despite reasonable maintenance and use.

(d) Meals are prepared over gas stoves and open fires. Water may require disinfection before use. Camping risks and hazards include burns, cuts, slips, falls, lifting, and diarrhea and flu-like illness.

(e) Travel is by vehicle, raft, canoe, kayak, sail and other boats, horse, aircraft, train, skis, snowboards, mountain bikes, on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, steep or crevassed glaciers, ocean tides and currents, waves, surf and reefs. Travel risks include collision, falling, capsizing, drowning and others usually associated with such travel, including environmental risks.

(f) Environmental risks and hazards include moving, deep and/or cold water; insects, snakes, and predators, and large animals; falling and rolling rock; lightning, avalanches, flash floods, falling timber and forces of nature, including weather which may change to extreme conditions. Possible injuries and illnesses include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or

serious conditions.

(g) Decisions are made by Southern Terrain staff and Participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a Participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.

(h) On most of The Southern Terrain programs, small groups of Participants may travel at times during the day, and possibly for several days and nights, without Southern Terrain staff.

(i) Participants may have unsupervised "free" time before and after their courses and some evenings. Free time activities are not part of Southern Terrain programs and the Southern Terrain has no responsibility for Participants during such activities. The Southern Terrains staff may from time to time provide assistance or even accompany Participants in these free time activities, but in doing so, they are acting as private individuals, and Southern Terrain is not responsible for their conduct.

(j) The programs conducted by the Southern Terrain in foreign countries may be exposed to laws, legal systems, customs and behaviors, and to animals, foods, plants, algae, fungi, diseases and infections, not common to the United States. In addition, these programs may be subject to dangerous road travel, political unrest, riots, demonstrations, banditry, terrorism and other criminal conduct, including drug related activities.

(k) The programs conducted by the Southern Terrains may require a degree of skill and knowledge not required in other activities, and Participants have responsibilities for managing the risks to which they and others are exposed. The activities and programs of the Southern Terrain are instructional in nature and Participants will be challenged to expand their skills and judgment.

Section 9.2 The Participant has read and understands the general information about Southern Terrain and its programs and activities. This information includes this Participation Agreement, the enrollment packet and other material provided by Southern Terrain describing or related to the Participants program. The staff of Southern Terrain has been available to more fully explain the nature and physical demands of the activities in which the Participant will be engaged, and the inherent and other risks of the Participant's participation in a program conducted by Southern Terrain. In addition, the staff of Southern Terrain has been available to discuss any concerns and physical limitations the Participant may have in order to limit the risks associated with a Southern Terrain program based on such concerns and physical limitations.

(Note to Participant: The National Park Service and certain National Forests do not allow concession and permit holders, including the Southern Terrain, to obtain releases from claims of liability for negligence. On those lands, the Southern Terrain is limited to a Participant's assumption of the inherent risks of its activities, as set forth in the paragraph immediately below.



Southern Terrain intends to conform to these restrictions to the extent they are found by a court of proper jurisdiction to be enforceable as a matter of law. Otherwise, and for activities OFF those lands, Southern Terrain seeks the assumption of ALL risks of its activities (also set out in the paragraph below), and the following release of claims, including of negligence. Please read these carefully.)

ARTICLE X

ACKNOWLEDGMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

Section 10.1 The Participant understands and acknowledges that the description above ("Activities and Risks") of the inherent risks of Southern Terrain's activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. The Participant acknowledges that its participation in this Southern Terrain program is purely voluntary, and the Participant desires to participate in spite of and with knowledge of the inherent and other risks involved. **The Participant acknowledges and assumes the inherent risks described above and all other inherent risks of its Southern Terrain activity. In addition, except for an injury or other loss which occurs on lands whose rules or regulations prohibit the Participants doing so as a matter of law, the Participant expressly assumes ALL risks of its Southern Terrain activity, inherent or otherwise, and whether or not described above.**

ARTICLE XI

AGREEMENTS OF RELEASE AND INDEMNITY

Section 11.1 The Participant or the Parent of a Participant agrees, for itself and on behalf of the minor Participant for whom the Parent signs, as follows:

(a) The Participant hereby releases, holds harmless and agrees not to sue Southern Terrain, its owners, officers, trustees, agents, employees, and contractors ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by the Participant or by a minor Participant for whom a Parent signs, arising in whole or part from the Participant's, or the minor child's, enrollment or participation in an activity of Southern Terrain. The Participant agrees further to indemnify ("indemnify" meaning to defend, and to pay or reimburse) Released Parties against any claim by a member of the Participant's, or the child's, family, a rescuer, co-participant, or any other person, arising in whole or part from an injury or other loss suffered or caused by the Participant, or by the minor child, in connection with an activity of Southern Terrain. These agreements of release and indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct, and are intended to be enforced to the fullest extent permitted by law.

ARTICLE XII

OTHER PROVISIONS

Section 12.1 The Participant or the Parent of a minor Participant further agree, for itself and on behalf of the minor Participant for whom a Parent signs, as follows:

(a) The Participant has verified with the Participant's or the minor

Participant Agreement

Participant Initials _____

Participant's physician and other medical professionals, or otherwise satisfied Southern Terrain, that the Participant, or the minor Participant, has no past or current physical or psychological condition that might affect the Participant's, or the minor's, participation in the program, other than as described on the medical form submitted to Southern Terrain. The Participant is, or the minor is, able to participate without causing harm to himself or herself, or to others. The medical information given to Southern Terrain is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the course, the Southern Terrain will be informed of any medical condition that has not been previously disclosed.

(b) The Southern Terrain is authorized to obtain or provide emergency hospitalization, surgical or other medical care for the Participant, or for the minor Participant. Any such third-party medical care provider is authorized to exchange pertinent medical information with Southern Terrain. Costs reasonably associated with medical services, including evacuation, shall be borne by the Participant.

(c) The Southern Terrain may share the Participant's or the minor Participant's contact information with other Southern Terrain Participants and/or with environmental organizations or strategic partners in which Southern Terrain Participants may be interested. The Southern Terrain may also use the Participant's or the minor Participant's name, contact information and picture in promotional materials and press releases.

(d) Any dispute between The Southern Terrain and the Participant or the minor Participant shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of [California], and any mediation or suit shall occur or be filed only in the State of [California].

(e) If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator, and if applicable, whose name appears on the registry of names recognized by [California] courts as qualified persons for mediation assignments. The Participant agrees to pay all costs and attorneys' fees incurred by Southern Terrain in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Southern Terrain is not responsible for the injury or loss.

(f) If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS PAGES OF THIS AGREEMENT, HAVE BEEN GIVEN AN OPPORTUNITY TO ASK QUESTIONS [AND EXPRESS CONCERNS], FULLY UNDERSTAND THAT THIS IS A LEGAL AND BINDING DOCUMENT AND THAT THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT, BY EXECUTING THIS AGREEMENT, ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING RIGHTS TO SUE OR TO MAKE ANY CLAIM FOR INJURIES OR DAMAGES SUSTAINED IN CONNECTION WITH A SOUTHERN TERRAIN PROGRAM, AND UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT, WHICH SHALL BE



BINDING UPON THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAY BE MODIFIED ONLY IN WRITING.

Participant Signature

Age

Date

At least one parent (or guardian) must sign below if the participant is a minor, to reflect their understanding and agreement, for themselves and on behalf of the participant, to the provisions of this document, including, though not exclusively, the acknowledgment and assumption of risks, the agreements to release and indemnify Released Parties, and the Other Provisions.

Parent/Guardian Signature of Participant

Date