



Limitation of Liability

Manaca, Inc., its owners, agents, employees, and affiliated companies (“Manaca”) expressly state that it is acting solely to make arrangements for each respective hotel, transportation company, land operator and supplier of travel services. Manaca assumes no responsibility nor does it grant any warranties express or implied relating to the operation, safety, condition or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel and/or products associated with such entities or services that are used wholly or in part by, for or on behalf of trip members. Manaca its agents, employees, officers and directors will not be responsible for any act, error, or omission nor for any injury, loss, accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of war, nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

Manaca reserves the right, either prior to or after departure, in its good-faith discretion when circumstances warrant, to change or reprice any tour, trip, or expedition. This includes, but is not limited to, the right of Manaca to alter or omit any part of the itinerary, to substitute hotels or leaders, or to change any means of conveyance without notice and without allowance of refund, with the liability for increased costs—if any—to be borne by trip members.

If Manaca decides to cancel any tours, treks, or expeditions due to acts of war, insurrection, strikes, acts of God, or any other cause beyond the control of Manaca, refunds will be based upon the difference between the original trip price and the cost of services already provided. Manaca reserves the right to accept or reject any person as a trip member at any time.

PARTICIPANT RESPONSIBILITY. Trip members assume the responsibility and are solely responsible for selecting/designing a trip suitable to and appropriate for their health, their physical abilities and interests. Members are responsible for being in sufficiently good health to undertake their trip and may be required to obtain a physician’s release to participate in the trip. Members are also responsible for studying all pre-departure information; for bringing all detailed equipment and clothing; for conforming to standards of personal hygiene to minimize the risk of traveler’s disease – as set by the trip leader; for acting in a manner considerate of fellow group members and the countries visited. Smoking is not permitted in buses, cars, below decks on boats, tented camps, and other designated nonsmoking areas.

AIRLINE RESPONSIBILITY. The airlines concerned are not to be held responsible for any act, omission, or event during the time passenger is not on board their planes or conveyances. The passenger contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of their programs and or passenger. Similar responsibility as noted above applies to all types of carriers.

Trip Member's Agreement Regarding Complete Assumption of Risk of Travel and Release of Manaca, Inc. ("Manaca") Liability.

I acknowledge the risk and hazards of travel in remote areas where injury, delay, or unanticipated events may occur. By signing this statement I accept responsibility for my own welfare and waive any future claims against Manaca for liability to the maximum extent permitted by law.

I acknowledge and agree that by participating in a Manaca tour, trek, expedition, or vacation, I am doing so willingly and of my own volition. I understand that travel to remote geographical destinations may entail risks (and rewards) above and beyond those encountered in travel to destinations in the industrialized world. By signing below, I unconditionally understand and agree to fully assume all of the risks inherent in travel to Manaca destinations as such risks are described below. By signing below, I fully agree to release Manaca from all liability in connection with my tour, trek, expedition, or vacation.

I understand that I am undertaking travel to remote geographical areas located in lesser-developed countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructure development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may be deemed unsatisfactory and/or not equivalent to those found in the industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals an/or the availability of prescription-type drugs, may not be available in a timely manner or may not be available at all.

I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I have been advised that my tour leader may be required to improvise and exercise his or her good-faith discretion and/or make decisions based upon the consensus of the group which may not please me personally but satisfy the larger desires of the group. I understand and accept these aspects of group travel.

I accept that while traveling to Manaca destinations the following situations may and oftentimes do occur: delay; partial or complete changes in timing or routing of itinerary; changes in announced trip leaders; changes in grades of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. I understand that, to the extent, these situations are due to geographical, physical, governmental, or other restriction beyond the control of Manaca, I agree and acknowledge that Manaca may have to make last-minute decisions to address the changed circumstances. I agree to release Manaca from any and all liability whatsoever in connection with such decisions, provided they are entered into at the time by Manaca with a good-faith business justification. I understand and agree that Manaca does not guarantee strict and unwavering compliance with the itinerary or itineraries that have been furnished to me, and that these itineraries are subject to change.

I am aware that travel may entail risks, including, but not limited to, the hazards of traveling in politically unstable areas, the perils of civil disturbances and war, the forces of nature, arbitrary or capricious itinerary changes mandated by governmental authorities or private concerns, and vehicular and other accidents, caused by acts either beyond the control of Manaca or the negligent acts of third parties.

I understand that Manaca contracts with a network of business firms, governmental agencies, and individuals for field services. These businesses, firms, governmental agencies, and persons may include United States or foreign-based companies, subcontractors, business concerns, agents, employees, and associates (all of whom shall be referred to as "third parties"). In many instances,

Manaca is required to contract with particular third parties solely at the insistence of a foreign government or its agencies.

Manaca cannot fully supervise or guarantee the performance of such third parties due to a number of factors including but not limited to, their remote geographic locations, equipment substitution, lack of telecommunication facilities, time constraints, and governmental restrictions. I knowingly assume this risk and I fully release and hold harmless Manaca from any and all liability for all of the acts or omissions of such third parties.

I FULLY UNDERSTAND, ASSUME AND ACKNOWLEDGE ALL OF THE ABOVE DESCRIBED RISKS AND RELEASE MANACA FROM ANY AND ALL LIABILITY IN CONNECTION WITH THOSE RISKS.

I agree and it is my intention that this Complete Assumption of Risk of Travel and Release of Manaca's liability shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives.

I acknowledge and agree that the cost upon associated with and acceptance of each of Manaca's trips is contingent upon the Trip Participants executing this document. I have voluntarily agreed to participate in a Manaca trip, and willingly execute this document.

I confirm that I have read, fully understand, and agree to all of the terms and conditions contained in the terms and conditions provided by Manaca, especially noting the policies on cancellations, refunds, limitations of liability, participant responsibility, and airline responsibility. I agree that the cancellation policies expressed in the terms and conditions provided by Manaca shall take precedence over and supersede any rights to refund mandated under the consumer protections laws of any state.

I understand that all Trip Applications are subject to acceptance by Manaca in Washington, DC, U.S.A. I agree that in the unlikely event that a dispute of any kind arises between myself and Manaca that dispute will be resolved by binding arbitration through the American Arbitration Association.

Proper venue for that arbitration is the District of Columbia and the law of the District of Columbia will govern all disputes. In any such arbitration the maximum amount of recovery to which I will be entitled will be the actual damages I have incurred which at no time shall exceed the full amount of the land and air cost of my trip with Manaca. I agree to this limitation on damages.

Furthermore, in the event of an arbitration resulting from a dispute between myself and Manaca each party shall bear its own costs, including attorney's fees except that I agree to fully indemnify Manaca for all of its costs (including attorney's fees) if I commence an action or claim against Manaca based upon claims I have previously released or waived by signing this release.

I agree that in the event any part or portion of this Agreement is found to be void or unenforceable, then such part or portion will be stricken but the rest of this document will be given full force and effect.

Name of Applicant

Date

Signature of Applicant
(Parent of guardian must sign if applicant
is under 21 years of age.)