



**SIM EXPEDITIONS**  
Cape Horn • Tierra del Fuego • Antarctica

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Vier-Seiten-Dokument)

Part 1 of 3

The undersigned wishes to take part in an expedition with Turismo SIM Ltda. (hereinafter referred to as “SIM Expeditions”) to and within Antarctica and the Sub-Antarctic region (the “Expedition”);

The undersigned is aware that SIM Expeditions requires each participant in the Expedition to execute and deliver to SIM Expeditions a release in the form herein before they will be permitted to embark upon the Expedition; The undersigned is aware that, as an adventure traveler in Antarctica and the Sub-Antarctic region on the Expedition, he or she will, in addition to the usual dangers inherent in travel, skiing or mountaineering expeditions, be exposed to certain additional dangers and risks specific to travel in Antarctica and the Sub- Antarctic region on the Expedition, including without limitation:

- (a) Extreme weather conditions that can change rapidly and without warning;
- (b) Extreme low temperatures that, particularly when compounded by strong winds, can have rapid and adverse effects on the human body and its metabolism;
- (c) Exposure to solar radiation that may be more intense than in other parts of the world and may be aggravated by reflection from ice and snow creating additional dangers and risks to skin and eyes;
- (d) The remoteness of the Antarctic region from any modern facilities creates additional risks. Medical conditions that do not normally pose a serious threat to health or safety where medical treatment facilities are logistic delays involved in obtaining medical treatment in Antarctica and the Sub-Antarctic region;
- (e) Hazardous, little known terrain covered in ice and snow that may disguise or completely obscure dangers such as unstable slopes and crevasses;
- (f) Food and special supplies may be limited unless the undersigned has made known in writing special dietary requirements;
- (g) Risks to air travel—the general lack of air traffic, air traffic control facilities and meteorological prediction facilities in Antarctica and the Sub-Antarctic region all mean that information normally available to aircrews is often unavailable. Search and Rescue services and infrastructure are, of course, similarly limited.



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The undersigned acknowledges that the enjoyment and excitement of adventure travel to and within Antarctica and the Sub-Antarctic region are derived in part from participation in activities in an extreme environment far from the facilities of modern civilization and that the inherent risks of travel in this environment contribute to such enjoyment and excitement, and the undersigned accepts these risks.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

End of Part 1 of 3 SIM Expeditions Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

Part 2 of 3

As a condition of and in consideration for SIM Expeditions permitting the undersigned to participate in the Expedition, the undersigned for himself/herself and any of the undersigned's heirs, legal/personal representatives and executors agrees as follows:

1. To assume voluntarily all of the known and unknown risks inherent in adventure travel that may result both from participation in the Expedition itself and in transportation to or from the Expedition route, and excursions, and any rescue operations or procedures, including, without limitation, the risk of personal injury, death, loss or damage to person or property and any loss, costs or expenses resulting there from.

2. To waive voluntarily any and all claims the undersigned may now and in the future have against SIM Expeditions, and to release SIM Expeditions from all liability and not to sue SIM Expeditions or any of its officers, directors, subsidiaries, affiliates, parent companies, employees, air-crew, guides, agents, representatives, contractors, sub-contractors or suppliers (collectively "its Staff") for any personal injury, death, property damage or any other loss, damage, costs or expenses (including attorneys' fees) sustained by the undersigned arising from any cause whatsoever, including, without limitation:

- a. the actions or inactions of SIM Expeditions or any of its Staff;
- b. any rescue operations or procedures;



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c. any activities that the undersigned may undertake with any guides or companies that are not part of SIM Expeditions, including any and all excursions, hikes, and climbs that the undersigned may take from the base camp, with or without a guide; and any and all air flights taken by the undersigned related to or part of the Expedition.

3. That the undersigned is medically, physically and in all other respects, fit and fully able to participate in the Expedition, that the undersigned has no special medical requirements or conditions except as described in the Expedition Medical Form submitted to and received by SIM Expeditions.

4. That SIM Expeditions reserves the right to decline participation by the undersigned if SIM Expeditions determines, based on its sole reasonable discretion that it would not be safe or prudent for the undersigned to participate in the Expedition.

5. That the undersigned has been advised by SIM Expeditions to purchase travel and medical evacuation insurance, and assumes any risks or losses that may be incurred by not securing such insurance. In no case shall the undersigned hold SIM Expeditions liable for any losses that may be incurred by any delays, cancellations, or rescheduling that may take place regarding the Expedition, except as provided through SIM Expeditions written cancellation and refund policy.

6. That the undersigned accepts that SIM Expeditions reserves the right to change or delay itineraries as it so determines.

7. That the undersigned is solely responsible for his or her own medical, accident and life insurance coverage, and that SIM Expeditions encourages the undersigned to purchase all appropriate insurances.

8. That the undersigned voluntarily enters into this Agreement and has elected to participate in the Expedition of his or her own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

End of Part 2 of 3 of SIM Expeditions Waiver of Liability, Assumption of Risk, and Indemnity Agreement



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Part 3 of 3

The undersigned acknowledges and confirms that he or she, having read and understood this Agreement in its entirety, agrees (i) to be bound by all of the terms hereof, (ii) confirms that this Agreement will be binding on his or her heirs, next of kin, executors, administrators and successors, and (iii) that this is the entire Agreement between the undersigned and SIM Expeditions and cannot be modified or changed in any way by any statements or representations by the undersigned or by SIM Expeditions or its Staff.

If any of the terms or conditions of this Contract or any application thereof is found void, invalid or unenforceable, the remaining terms and conditions of this Contract shall continue in full force and effect for all other purposes.

This Waiver is governed by the laws of Chile and any dispute shall be finally resolved by the Chilean courts of justice.

**Please submit this signed document upon boarding.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

End of Part 3 of 3 SIM Expeditions Waiver of Liability, Assumption of Risk, and Indemnity Agreement