



WAIVER RELEASING THE ASOCIACION PARA LA CONSERVACION DE LA CUENCA AMAZONICA/AMAZON CONSERVATION ASSOCIATION, ITS FOUNDERS, DIRECTORS AND STAFF OF LIABILITY

The Asociación para la Conservación de la Cuenca Amazónica (hereafter the “Association”) owns two properties in Peru: one located in Distrito Madre de Dios, Provincia Manu, Departamento Madre de Dios, near the town of Boca Amigos (hereafter “the Los Amigos property”); and the other in Distrito Kosñipata, Provincia Paucartambo, Departamento Cusco (hereafter “the Wayqechas property”).

At present, access of the Los Amigos property is by river: five hours up the Madre de Dios River from the town of Laberinto in a motorized canoe, or six hours down the Madre de Dios River from the town of Boca Manu in a motorized canoe. The Wayqechas property can be accessed by road and is approximately five hours’ drive from Cusco.

Taking in consideration the above mentioned, and intending to visit one or both of the said properties, I hereby declare and consent to the following:

1. That I make this trip voluntarily, with sufficient knowledge of the nature and location of and transportation to be used to and from the Los Amigos property and/or the Wayqechas property, and I assume all risks, consequences and liabilities that may occur during this trip, including travel to and from and my stay at the properties named above, and in this context waive any rights or cause of action that I may have against the Association, its staff, founders or directors in any jurisdiction.
2. That I have been advised in writing of the safety measures, instructions, recommendations, and suggestions that the Association has implemented in order to avoid or minimize any injury or damage to my person or personal belongings during this trip and during my stay on the Association’s properties named above. I rate these measures as adequate and satisfactory in providing appropriate security to visitors.
3. That I am aware that this trip may involve risks related to natural conditions, geography, weather and to other unexpected factors and circumstances beyond the Association’s control. I am aware that the Association will not perform any risky or dangerous activities during this trip, and I accept that the Association has implemented all necessary measures to avoid or minimize the damage that such risks could have to my person and belongings.
4. That according to the previous statements, under my condition of visitor and by signing this document, I hereby voluntarily release the Association, its staff, founders, directors and officers from any liability and compensation for possible injuries or damages that might occur to my person or belongings as a consequence of my visit to the mentioned properties, waiving therefore any kind of claim, police report or lawsuit, or action of any type involving losses, damages or injuries, to any person or property that in any way can result or be in connection with my stay, regardless of whether the liability, claims, lawsuit or actions, originate or not from the negligence of the Association’s staff, founders, officers or directors.
5. That the Association is not responsible for delays, inconveniences, accidents, contracted diseases, physical disabilities or other ailments, misfortune or expenditures of any kind resulting in full or in part from the negligence of third parties, or from causes beyond its control. Also, I declare that I am aware that the Association is not responsible for any losses or additional expenditures due to delays or changes in air, water or other services, diseases, weather, strikes, war, civil unrest, quarantine or other causes. Such losses or expenditures must be assumed by the visitor.
6. That I am aware that, in remote places like the Los Amigos and Wayqechas properties, it is not possible to accommodate persons with serious illnesses or disabilities that prevent them from walking or performing any other activities related to this trip and to the properties’ conditions. It is the visitor’s exclusive responsibility to judge what is appropriate for his or her stay according to their physical capabilities. The Association does not accept responsibility for any special arrangements or problems that a visitor not physically prepared for this trip and for the properties’ conditions may incur.
7. Finally, that I am aware that, depending on my individual circumstances, it may be prudent to have a life and disability insurance that covers the eventualities mentioned above.

By voluntarily placing my signature here below I assume responsibility for this declaration and its contents.

Acknowledged and signed:

(Name)

(Signature)

(Date)