

WALKING TREE TRAVEL CUSTOM PROGRAM APPLICATION

STUDENT INFORMATION (PLEASE PRINT CLEARLY)

Name of School _____

Destination Country _____

Name (as it appears on passport) _____ Passport # _____ Age _____

Preferred Name _____ Gender _____ Date of Birth _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Student Email _____ School _____ Current Grade _____

T-shirt Size XL L M S XS Color: Kelly green Navy blue Charcoal Royal Blue Black

Extracurriculars/Special Interests _____

PARENT INFORMATION

Parent Name _____ Occupation _____

Email Address _____

Home Phone _____ Cell Phone _____

Parent Name _____ Occupation _____

Email Address _____

Home Phone _____ Cell Phone _____

CORRESPONDENCE

With whom does the participant live? _____

Who should receive all correspondence? _____

How would you like to receive correspondence? Electronic (preferred) Standard

Please list any relatives or friends who may be interested in Walking Tree:

Name _____ Email _____

Address _____ City _____ State _____ Zip _____

Name _____ Email _____

Address _____ City _____ State _____ Zip _____

A DEPOSIT OF \$890 MUST ACCOMPANY ALL APPLICATIONS. Please make check or money order payable to Walking Tree Travel, LLC and send both items to the address at the bottom of the page or submit it to the teacher that is organizing your program.

ACKNOWLEDGMENT OF RISK AND AGREEMENT OF RELEASE

We, the undersigned, are the student applying to participate in a program offered by Walking Tree Travel (the "Participant"), and the Participant's parents or guardians ("Parents;" Participant and Parents are collectively referred to as "we," "us," or "our").

We are enclosing a deposit of \$890 payable to Walking Tree Travel, which is to be credited to the Participant's tuition fee and is refundable only if the application is not accepted. If the application is submitted after the due date, it must be accompanied by payment in full, which is refundable only if the application is not accepted. We have read and we accept the payment terms described by Walking Tree as well as the terms of this Agreement.

Independent Contractors. We acknowledge that WT, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents and assigns (collectively "WT"), do not own or operate any entity other than WT itself that is to or does provide goods or services for the program for which the Participant is applying, including, for example, lodging facilities, airline, vessel or other transportation companies, local guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WT is not liable for any negligent or willful act or failure to act of any such person or entity or of any third person.

Acknowledgement and Assumption of Risks. Participants in WT programs live and travel in- and out-of-doors, engage in various physical activities and do volunteer work in a variety of settings. As a result they are subject to risks, physical, environmental, and other, including risks of loss of property, injury and death. WT programs can involve travel to and staying in remote places, raising issues regarding the ready or rapid accessibility of communication, transportation, and medical care facilities. We accept all risks attendant upon the WT program as risks of the Participant's participation in the program and assume full responsibility for the Participant and for any injury, death, loss of property, and expenses suffered as a consequence of such risks and as a result of negligence by us or by the Participant. The Participant is enthusiastic and prepared and we believe he/she is capable of handling both the emotional and physical aspects of the program as well as any risks that may be involved.

We release and discharge WT from all claims and liability for any injury, loss, death, inconvenience, delay or damage to property in any way related to or connected with the Participant's enrollment or participation in the WT program. This release includes loss or damage caused by the negligence of WT, but does not include loss or damage caused by gross negligence or by reckless, willful or wanton misconduct on the part of WT. We expressly agree that this acknowledgement, release, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion hereof is later found to be invalid or unenforceable, the balance of this agreement shall nevertheless continue in full legal force and effect.

We agree to indemnify WT (that is, to protect WT by payment or reimbursement) (1) from any claim that may be brought by or on behalf of the Participant, or by any member of the Participant's family, for injury or loss resulting from the risks of the WT program, except injury or loss caused by gross negligence, or by reckless, willful or wanton misconduct on the part of WT, and (2) from any claim that may be brought by any third party for injury resulting from the acts or omissions of the Participant or of ours.

We agree that should the Participant's conduct, at the sole discretion of WT, be deemed to be in violation of WT's rules or otherwise detrimental to the maintenance of standards or to the successful operation of WT's programs, WT may dismiss him/her from the program. We agree that WT's responsibility for the Participant ends with his/her dismissal from the program. We understand that dismissal may occur at a location far from the Participant's home. We agree that should the Participant be dismissed from a WT program, we will arrange for the Participant's immediate return home at our expense. WT will make no refund of the tuition of dismissed participants. WT will also make no refund to participants who withdraw voluntarily, or as a result of illness during the program.

We agree that this document, and all other aspects of our relationship with WT, contractual or otherwise, are governed by the laws of the State of Colorado. Any dispute concerning the rights and obligations of WT, the Participant or the Parents shall be submitted to binding arbitration at a mutually convenient date and time and at a mutually convenient location in Denver, Colorado, before a mutually acceptable single arbitrator, who shall be an attorney licensed to practice in Colorado. If the parties cannot agree upon such a mutually acceptable arbitrator, the arbitrator shall be appointed pursuant to C.R.S. § 13-22-211. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in the District Court for the City and County of Denver, Colorado.

Participant _____ Date _____

Parent/Guardian _____ Date _____

Parent/Guardian _____ Date _____

WALKING TREE TRAVEL

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Walking Tree Travel