

RELEASE AND INDEMNITY AGREEMENT

Each registrant named on the reverse desires to participate in the tour listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Bird Treks, its agents, servants, employees, officers, attorneys and contractors, past, present and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that registrant's participation in the tour (collectively, "Claims"). IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, OR ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES. The registrant's indemnity obligations, however, shall not apply to any Claims that are caused solely by the acts or omissions of a person other than that registrant.

I/we have received and read a copy of the Deposit and Cancellation Policies and the responsibility clause, which are incorporated herein by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems listed on the reverse, each registrant is in good physical health and able to tolerate the physical demands of the tour.

Any controversy or claim arising out of or relating to this Release and Indemnity Agreement or the performance there under, including, without limitation, any claim relating to bodily injury, property damage or death, shall be determined and settled by arbitration. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the release and indemnity stated in this Release and Indemnity Agreement.

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. Liability under this Release and Indemnity Agreement shall be joint and several. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals. THIS WAIVER AND SAVE HARMLESS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. VENUE FOR ENFORCEMENT OF THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE IN LANCASTER COUNTY, PENNSYLVANIA.

Date: _____
Signature of Registrant

Date: _____
Signature of Registrant