



## **INFORMED CONSENT, ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK, AND WAIVER AND RELEASE OF CLAIM**

**WHEREAS**, I have requested to participate in the Activities offered by **Vietnam Battlefield Tours, Inc. (hereinafter referred to as VBT)** and have paid good and valuable consideration to VBT in exchange for the services it offers, the parties hereby agree as follows:

I acknowledge that this Activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, guides, and lack of hydration. These risks are not only inherent to participants but are also present for VBT personnel.

Activities include walking, hiking, climbing trails and stone stairs (the "Activities"). Conditions encountered include potential extreme temperatures that may exceed 100°F and strong wind and rain. Visiting battlefields includes the chance to be near to domestic animals and wildlife. Battlefields may include random unexploded ordnance, thus staying on established trails is imperative. Important issues include maintain hydration and personal health, do not pet animals and do not touch or pick up any ordnance or anything not identified.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activity or event, and have not been advised to not participate by qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Activity or event. I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any Activity or event. I acknowledge I have been informed of the need for a physician's approval for my participation in the Activities. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in the Activities. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to participating in the Activities, I acknowledge I am doing so at my own risk.

I affirm that I am fully capable of participating in this tour Activity and that my general health is good, that I do not have any condition that might endanger the life or health of myself or others participating in any Activity. I affirm that I know of no reason why I should not participate.

I understand that no Activity program is absolutely safe and free of risk. I agree to assume full responsibility for myself and that of my family. I expressly assume all risk and responsibility involving accidents sustained while participating in VBT activities resulting from negligence on my part, that of my family or employees, officers, directors, or agents of VBT.

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ASSUMPTION OF RISK, AND WAIVER AND RELEASE OF CLAIM**

In consideration of VBT's agreement to provide services, I hereby agree to release and hold harmless VBT, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any and all Activities or any and all acts or omissions, including negligence by VBT and its representatives. This waiver and release of liability includes, but is not limited to, (a) Injuries and/or death to myself and/or others, including but not limited to VBT personnel, that may occur as a result of (i) any and all slips, falls, or other injuries resulting from Activities; (ii) any hazardous condition that may exist on the premises, including, but not limited to, natural or artificial conditions or objects, ordnance, wildlife, human activity, and disease; and (iii) negligence by VBT, its employees, agents, representatives, and contractors; (b) damage to property.

**BY SIGNING THIS AGREEMENT, I AFFIRM THAT I HAVE READ AND  
UNDERSTOOD EACH OF THE ABOVE PARAGRAPHS AND HEREBY GIVE MY  
INFORMED CONSENT TO PARTICIPATE IN EACH ACTIVITY CONTEMPLATED,  
HAVING ACKNOWLEDGED AND ASSUMED THE RISK IN PARTICIPATING IN  
THE ACTIVITIES, AND WAIVING ANY POTENTIAL CLAIMS AGAINST  
VIETNAM BATTLEFIELD TOURS.**

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Participant (Print Name) (Indicate Guardian if Participant is under 18)

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Vietnam Battlefield Tours

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Participant or Guardian Signature

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Date Signed