Rev 10252003

Midwest Adventure Travelers Society, Inc. (MATS)
Trip & Event Liability Waiver

Cancellation Policy

All Midwest Adventure Travelers Society, Inc. (MATS) trips and events are booked on a first come -- with payment -- first served basis. Waiting lists will accommodate members before non-members. MATS may refund all or a portion of a trip payment upon cancellation by the participant at its discretion, but in no event will MATS issue a refund of any amount representing trip expense incurred by MATS related to the canceling participant.

Responsibilities and Liabilities

MATS, its officers and directors, members, agents, and outfitters, assume no responsibility for damage, expense, or inconvenience caused by negligence or financial irresponsibility by suppliers/outfitters, defective vehicles, equipment breakdowns, delayed public or private transportation, schedule changes, detentions, quarantines, annoyances, strikes, civil disturbances, acts of God, government regulations, theft, or any other situation over which it has no control. Itinerary changes resulting from unforeseen challenges may occur from time to time as seen fit by the guide for the greatest safety or enjoyment of participants. MATS reserves the right to cancel any trip or event due to lack of participation or circumstances beyond its control. Any trip cancellation prior to departure, initiated by MATS, will result in full refunds for registered participants.

MATS, its officers and directors, members, agents, and outfitters, assume no liability for loss or damage to personal property, injury, or loss of life. MATS does not carry medical insurance on trip participants. Therefore, MATS strongly recommends that participants ensure they are adequately insured for accident, injury, or illness during MATS trips and events. Emergency evacuation costs will be borne by participants, as will as hospital stays, medication, and other health and safety charges incurred during the course of a MATS trip. Additionally, MATS recommends trip participants consider trip cancellation/delay, medical, baggage, and life insurance for all trips regardless of destination.

Adventure trips by their very nature involve some level of risk. Trip participants *assume all risks associated with MATS trips and events*. Additionally, participants are expected to be in appropriate physical condition for trips. Any questionable physical condition must be made known to MATS, in writing, upon registration, and the participant must submit a document from their medical professional identifying her/his knowledge of the participant's condition and the physical requirements of the trip, and providing her/his permission for participation. The participant is also responsible for providing a reasonable supply of prescription medication and/or other medical necessities. MATS will arrange for any necessary medical treatment, evacuation or other medical service for the participant at the participant's expense as deemed essential for the participant's well being.

MATS expects all trip participants to conduct themselves in an appropriate and safe manner. MATS reserves the right to immediately remove any participant from a trip, at the participant's expense, should that participant unnecessarily put her/himself or others at risk, or should her/his behavior be deemed consistently inappropriate or offensive. MATS reserves the right to decline to accept or retain any person(s) for any reason whatsoever, and local guides or trip leaders are authorized to disqualify any participant from the trip, at any time, if he or she determines it necessary for the safety and/or well being of the group, or if the participant in question is physically unfit for the rigors of the program. **Refunds for unused services will not be given under such circumstances nor are any expenses required to leave the trip covered in the participant's trip cost.**

Trip / Event Name: _____

Location of Trip/Event: _____

Trip/Event Date: _____

Release/Indemnification and Covenant Not to Sue

The undersigned is familiar with the inherent risks involved in adventure travel locales and activities, and understands that he or she is assuming those risks, this clause being additional acknowledgement of the non-liability of the below-mentioned parties for activities and events, and is not to be construed as limiting this waiver language to dangerous activities. In consideration for the opportunity to participate in MATS sponsored trips or events, the undersigned participant, individually and on behalf of his/her heirs and assigns agrees to waive liability and hold harmless MATS, its officers, directors, members, trip leaders, assistants, instructors, members and any other persons acting on its behalf, for any injuries to the person or property of the undersigned, howsoever caused, including injuries caused by the negligence of the above. By signing this document you agree to allow MATS the use of any photos containing your face or image for its membership publication or any promotional material, whether sold or given away, for an unlimited period of time. Participant further agrees that this Liability Waiver is an integral part of the price extended for the trip or event. The undersigned further represents that he or she is 21 years of age or older. THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement you and your heirs and assigns give up the right to bring a court action to recover compensation or obtain any other remedy for injury to yourself and your property or for your death however caused arising out of your participation in MATS sponsored trips or events.

Your signature indicates that you have read and accept the policies, terms and conditions of this MATS waiver.

_____

Name (Printed) **Signed** **Date**

Trip Payment

No. of Members:		**No. of Guests:**	
Member Amount Due:	$	**Guests Amount Due:**	$
Total Amount Due:	**$**		
Payment Method:	*(Cash or check)*		

Emergency Contact Name: _____ Emergency Contact Phone #_____

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