



SOL ENCOUNTER

adventure Learning experiences

RELEASE AND WAIVER OF LIABILITY

I, _____, understand the potential dangers and liabilities I could incur while participating in activities with Sol Encounter, S.A., including but not limited to rafting, hiking, kayaking, snorkeling and surfing. I understand that I assume and take full responsibility for any injuries and losses, that I may incur. I hereby release Sol Encounter, S.A., its partners, employees, agents, successors, executors, administrators, and anyone else directly or indirectly connected with Sol Encounter, S.A. (collectively referred to as Sol Encounter, S.A.) from any liability in the event of any injury, loss or damage of any nature (and perhaps even death) to me resulting from my participation in activities with Sol Encounter, S.A.. I hereby assume and accept the full risks and responsibilities for dangers which may occur during any of these activities.

I agree not to sue, claim against, or seek recovery from Sol Encounter, S.A. for any injury or death caused by or resulting from my participation in the above activities. I agree to indemnify, protect, and hold harmless Sol Encounter, S.A., its partners, employees, agents, successors, executors, administrators, and anyone else directly or indirectly connected with Sol Encounter, S.A., from and against all losses, costs, demands, claims or liabilities arising from or in association with any such claim, together with all reasonable attorney's fees, court costs, and expert witness costs.

This release shall be binding upon myself, my personal representatives, my legal representative, and any person or entity who could claim and interest through me. I have read this release and have signed it willingly and voluntarily in recognition of the inherent risks of the above activities.

I also agree that should there be any action through the courts regarding this release or any claims that I might make against Sol Encounter, S.A., its partners, employees, agents successors, executors, administrators, or anyone else directly or indirectly connected with Sol Encounter, S.A., Costa Rica will be the only jurisdiction in which an action may be brought, and the proper venue shall be San Jose, Costa Rica.

Signed this _____ day of _____, 200_.

Signature: _____

Name: _____ Address: _____