

AVIAN DISCOVERY TOURS REGISTRATION FORM
116 Mabry Way, San Rafael, CA 94903 - aviandiscoverytours@gmail.com

PLEASE PRINT

Tour Name _____

Tour Beginning Date _____ (Day/Month/Year)

PARTICIPANTS

1. Name: _____ Date of Birth _____
(As written on Passport) (day/month/year)

Preferred Name you normally are addressed as _____ Gender: Male Female

2. Name: _____ Date of Birth _____
(As written on Passport) (day/month/year)

Preferred Name you normally are addressed as _____ Gender: Male Female

Address: _____

City: _____ State:/Province _____ Country _____ Zip/Postal Code _____

Email Address _____

Phone: (Home) _____ (Work) _____ (Cell) _____

Emergency Contact: Name _____ Relationship _____

Contacts Telephone No. (Home) _____ (Work) _____ (Cell) _____

Passport Information

1. Name as it appears on Passport _____

Passport No. _____ Country Issued _____

Expiration _____ / _____ / _____
Day Month Year

Place of Birth _____

2. Name as it appears on Passport _____

Passport No. _____ Country Issued _____

Expiration _____ / _____ / _____
Day Month Year

Place of Birth _____

Accommodations

I prefer a room with 1 bed _____ 2beds _____ I would like a single room when/if available at additional cost. _____

I am planning to room with: _____

I smoke _____ I do not smoke _____ I snore _____

ADDITIONAL INFORMATION

Do you have any disabilities or illnesses that we need to be aware of? (Ie. Lack of mobility, diabetes, asthma, angina etc.)?

If so Please describe here: _____

Please provide list of required medications:

Please note: Participants should have an adequate supply of pertinent medications on their person as remote travel on some tours may not be conducive to having prescriptions filled etc.

Dietary restrictions (We will do our best to accommodate if possible depending on location)

We strongly recommend that you obtain adequate travel insurance to ensure that you are covered against charges for unexpected cancellation, medical expenses, emergency evacuation, loss of luggage or money and personal liability claims. By signing this form you confirm that you have accepted responsibility for ensuring that all persons covered by this form will obtain adequate travel insurance, or that, if anyone covered by this form is unable or unwilling to obtain travel insurance, that they accept that they will be fully liable for any cancellation charges, or for any medical, evacuation or other expenses or losses.

PAYMENTS

INITIAL DEPOSIT PAYMENT OF _____

_____ I have sent a check for the Deposit by mail

_____ I have sent a money order by mail

_____ I have sent the deposit by Electronic Bank Transfer (*Please email us at Aviandiscoverytours@gmail.com for our Banking information in order to wire funds*)

_____ I have sent the deposit via Paypal or the credit card option at Paypal

FINAL PAYMENT

Once we have received your final payment we will notify you ASAP to confirm that your space is booked on our tour.

You may use any of the payment methods listed above but please NOTE a 4 percent charge will be required to cover the cost of credit card/paypal processing. We recommend Electronic Bank Transfers for large sums since they are inexpensive to send and clear quickly at our financial institution.

We recommend that you wait until your final payment is processed before booking your international flight to embark on a tour with us. We will notify you ASAP when your final payment has been processed.

ASSUMPTION OF RISK WAIVER AND RELEASE

IMPORTANT NOTICE: YOUR REGISTRATION IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN, AND RETURN WITH YOUR DEPOSIT. YOU WILL NOT BE CONFIRMED ON THE TRIP UNTIL YOU HAVE SIGNED THE RELEASE AND INDEMNITY AGREEMENT.

Release and indemnity agreement

Each registrant named on the reverse desired to participate in the tour(s) listed thereon. Therefore each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFES Avian Discovery Tours, its agents, servants, employees, shareholders, officers, directors, attorneys, contractors and sub-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(s) 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, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.**

I/we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, as contained within the detailed itinerary for the tour, 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(s).

Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including without limitation, any claim or cause of action relating to bodily injury, property damage or death shall first be submitted by Registrant and the Released Parties to non-binding mediation in Marin County, California. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of the Released Parties, to arbitration in Marin County, California, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of California. No waiver of this agreement to arbitrate shall be enforceable on the parties and judgment hereon may be entered by a court in Marin County, California having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Marin County, California, Released Parties shall have the right, even after suit is filed to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained 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 thereof. Its terms shall be binding on mine/us and on my/heirs, legal representatives and assigns. 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 RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, AVIAN DISCOVERY**

TOURS, AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS BY AVIAN DISCOVERY TOURS SHALL BE IN MARIN COUNTY, CALIFORNIA.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement and agree to be bound by the Release and Indemnity Agreement.

If more than one client is registered from the same household, both signatures are required on this form.

1. Signature _____ Print Name _____ Date _____
Signature of first Registrant *(MM/dd/year)*

1. Signature _____ Print Name _____ Date _____
Signature of second Registrant *(MM/dd/year)*

By signing this form you certify that no person included in this form suffers from any disability, which would prohibit full participation in the tour. (In addition, you must advise us if anyone suffers from a potentially serious medical condition.)

I have read and understood the tour description (including the detailed tour itinerary). I have also read, understood and accepted the booking conditions set out in the Booking Information and confirm I am authorized to accept the conditions on behalf of all persons included in the booking.