

**“Exhibit A”**

**ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND  
RELEASE OF LIABILITY**

**I. RESPONSIBILITY:** I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS VACATION PACKAGE AND/OR TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER XTREME NOR ITS OWNERS, EMPLOYEES, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY **ACT OR FAILURE TO ACT INCLUDING THE** NEGLIGENT OR WILLFUL ACTS OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTOR COACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, ACTIVITIY PROMOTERS, LOCAL GROUND HANDLING VENDORS, ETC. WHICH ARE TO SUPPLY ANY GOODS OR SERVICES FOR MY VACATION PACKAGE AND/OR TRIP (AND/OR THE PACKAGES AND ACTIVITIES ENGAGED BY ME DURING THE VACATION PACKAGE AND/OR TRIP). I FURTHER UNDERSTAND THAT XTREME NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND VENDORS, AND ACCORDINGLY I EXPRESSLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE THIRD PARTIES AND NOT SEEK ANY SUCH REMEDY FROM OR RECOVER DAMAGES FROM XTREME FOR **SUCH THIRD PARTIES’** ACTS OR OMISSIONS. WITHOUT LIMITATION, XTREME IS NOT RESPONSIBLE FOR, AND I EXPRESSLY RELEASE AND DISCHARGE XTREME FROM, DAMAGES AND/OR OTHER LIABILITES THAT I MAY SUSTAIN ARISING FROM OR RELATING TO ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS, CO-TRAVELERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OR VILLA OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS, VILLAS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM MY OR OTHER TRAVEL PARTICIPANTS’ CONSUMPTION OF ALCOHOLIC BEVERAGES OR POSSESSION OF AND/OR USE OF ILLEGAL DRUGS/NARCOTICS AND/OR FOR ANY OTHER REASON; AND IN FURTHERANCE HEREOF I AGREE NOT TO SUE XTREME (OR ANY OF ITS MEMEBERS, EMPLOYEES AND AGENTS) FOR ANY LOSS, COST, LIABILITY OR OTHER DAMAGES THAT I HAVE OR MAY HAVE OR MAY SUSTAIN BY REASON OF SUCH THIRD PARTY’S ACTS OR OMISSIONS (OR THE ACTS AND/OR OMISSIONS OF SUCH THIRD PARTY’S EMPLOYEEES, AGENTS AND CONTRACTORS). I AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT ABOVE IN THIS “EXHIBIT A”.

**II. ACKNOWLEDGMENT OF RISK:** I understand and acknowledge that my travel in connection with and participation in the Vacation Package (“Vacation Package” or “Trip”) arranged at my request by XTREME may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my, or other co-trip participants’, **use of**

alcohol and/or my or their possession and/or use of illegal drugs/narcotics during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of XTREME or the negligence or participation of other participants, contractors and/or subcontractors of XTREME. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards may increase during my engagement in any recreational activities which may take place during my Trip.

**III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of XTREME.

**IV. RELEASE OF LIABILITY:** In consideration of the services and arrangements provided by XTREME, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify XTREME, and its owners, members, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, damages, liability and/or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and/or Trip and any packages and/or activities conducted or engaged in in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF XTREME OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.

**V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES:** Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against XTREME, its owners, members, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

**VI. MEDICAL AUTHORIZATION:** I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Vacation Package and/or Trip.

**VII. MEDICAL EXPENSES:** I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Vacation Package and/or Trip.

**VIII. SEVERABILITY:** I agree that if any term set forth in this “Exhibit A” is found to be unenforceable, all other terms set forth in this “Exhibit A” are severable from the terms that are invalidated, and the remaining terms shall be and continue to be in full force and effect.

**IX. CONFLICT:** In the event of any inconsistency or conflict between the terms of this “Exhibit A” and any terms or conditions otherwise applicable to the Vacation Package and/or Trip, the terms of this “Exhibit A” shall prevail.

**ACKNOWLEDGEMENT:** BY CLICKING THE “I AGREE” TAB SET FORTH BELOW INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS EXHIBIT “A” ANNEXED TO THE AGREEMENT AND I ACKNOWLEDGE THAT IT AFFECTS AND LIMITS MY LEGAL RIGHTS AND THAT I HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE TO REVIEW THESE TERMS AND LIMITATIONS ON MY RIGHTS BEFORE ACCEPTING ITS TERMS.