

Liability Waiver, Assumption of Risk, and Release

Location: Chiang Mai, Thailand | **Operator:** Fossa Visuals LLC, doing business as Jarvis Jungle Family

Please read every page before signing. This document affects legal rights. It is intended for one adult participant. Ask the operator about a separate parent or guardian form for anyone under 18.

Participant and trip details

PARTICIPANT'S FULL LEGAL NAME

PREFERRED NAME

TOUR START DATE

BOOKING NAME OR EMAIL

1. The experience

I understand that the Jarvis Jungle Family 2-Day Village Experience is an active, rural trip that may include:

- jungle trekking on natural trails and visits near or at waterfalls;
- bamboo rafting or similar water activities;
- an elephant sanctuary visit, observation of elephants, and preparation of elephant food;
- home-cooked meals prepared and served in traditional village conditions;
- an overnight village homestay with simpler facilities than a hotel; and
- transport on rural roads in vehicles arranged or used for the experience.

The exact route, schedule, activities, transport, and conditions may change because of weather, water levels, trail conditions, animal welfare, local circumstances, safety concerns, or guide judgment.

2. Inherent risks

I understand that the experience involves risks that cannot be completely removed, even when reasonable care is taken. These include:

- **Terrain and falls:** uneven, steep, loose, muddy, wet, or slippery ground; rocks, roots, stairs, riverbanks, and unguarded edges.
- **Water:** moving or deep water, slippery surfaces, changing water levels, submersion, collision, and drowning.
- **Animals and nature:** unpredictable wildlife and elephants, insects, bites, stings, plants, falling branches, and other natural hazards.
- **Weather and exertion:** heat, humidity, rain, sun, dehydration, fatigue, altitude changes, and sudden weather.
- **Food and illness:** allergic reaction, foodborne illness, unfamiliar ingredients, and food prepared or stored in traditional village conditions.
- **Remote travel:** delayed rescue or treatment, limited communications, and limited or distant medical facilities.
- **Road transport:** traffic, road conditions, vehicle movement, breakdowns, and acts of other drivers.
- **Personal loss:** loss, theft, or damage involving baggage, cameras, phones, money, or other belongings.

3. Voluntary assumption of risk

I confirm that I am choosing to participate voluntarily. I have had the opportunity to ask questions, and I understand the activities and risks described in this form, including risks that may be caused by natural conditions, other participants, third parties, equipment, transport, animals, food, or ordinary negligence.

I knowingly accept and assume all inherent and reasonably foreseeable risks of participation, whether listed in this form or not. I understand that no guide, host, or operator can guarantee my safety.

My choice: I may refuse an activity, stop participating, or tell a guide that I feel unsafe or unwell. I understand that changing or stopping an activity may not remove risks already encountered and may affect the rest of my itinerary.

4. Release of liability

To the fullest extent permitted by applicable law, I release and agree not to hold liable:

- Jarvis Jungle Family;
- Fossa Visuals LLC;
- their owners, officers, employees, contractors, agents, guides, drivers, and volunteers; and
- the Ban Pha Mon village hosts and participating community members

(together, the **Released Parties**) for claims, demands, damages, losses, costs, or causes of action arising from or connected with my participation in the experience, including personal injury, illness, death, property loss, or property damage, and including claims based on ordinary negligence.

This release applies only to the extent allowed by law. It does not waive any right or liability that cannot legally be waived, including liability that applicable law prohibits a party from excluding. If part of this release is held invalid or unenforceable, the remaining parts will continue to apply to the fullest extent permitted by law.

5. Safety instructions and participant conduct

I agree to:

- follow reasonable safety instructions from guides, hosts, drivers, and sanctuary staff;
- use provided safety equipment as instructed and remain with the group unless given permission otherwise;
- not participate while impaired by alcohol, illegal drugs, or medication that makes participation unsafe;
- tell a guide promptly if I am injured, ill, struggling, or unable to continue safely; and
- act respectfully toward local residents, other guests, animals, property, and the natural environment.

I understand that the operator or guide may modify or end my participation if they reasonably believe my conduct or condition creates a safety risk. Any refund or extra cost will be handled under the booking terms and applicable law.

6. Personal belongings

I am responsible for securing my own belongings. To the fullest extent permitted by law, the Released Parties are not responsible for loss, theft, or damage to personal property unless applicable law requires otherwise.

7. Medical fitness and health disclosure

I confirm that, to the best of my knowledge, I am physically and medically able to take part in the activities I choose. I will disclose information that a guide may reasonably need to protect my health and safety, including relevant medical conditions, injuries, mobility limits, allergies, dietary restrictions, and medications.

- ☐ No relevant condition, allergy, restriction, or medication to disclose.
- ☐ I have relevant information to disclose below.

Examples: asthma, heart condition, seizure disorder, diabetes, severe allergy, pregnancy, recent surgery or injury, mobility limitation, medication needed during the tour, or food allergy. Bring required medication and tell the guide where it is kept.

8. Emergency assistance

If I cannot make or communicate a decision during an emergency, I authorize the operator and its guides to arrange reasonable first aid, medical care, transport, or evacuation based on the information and resources available. I understand that help may be delayed because the experience takes place in a remote area.

I am responsible for medical, transport, evacuation, accommodation, and other expenses incurred for my care, except where applicable law requires otherwise. This authorization does not guarantee that any particular treatment, provider, transport, or evacuation will be available.

Emergency contact

FULL NAME	RELATIONSHIP
PHONE, INCLUDING COUNTRY CODE	ALTERNATE PHONE OR EMAIL

9. Travel and medical insurance

Travel insurance is strongly recommended. I understand that the tour price does not automatically include my personal travel, medical, cancellation, baggage, rescue, or evacuation insurance. I am responsible for deciding what coverage I need and for checking that it covers the activities in this experience and travel in Thailand.

- ☐ I have read and understood this insurance notice.

10. Photo and video consent

I understand that photos or video may be taken during the experience. Unless I opt out below, I give Jarvis Jungle Family and Fossa Visuals LLC permission to use images or recordings in which I appear for their website, social media, advertising, and other promotional materials, without payment to me. They may crop or edit the material, but may not use it in a misleading or defamatory way.

☐ **OPT OUT:** Do not use identifiable photos or video of me for marketing.

The operator will use reasonable efforts to honor an opt-out but cannot control images taken or shared independently by other guests.

11. Governing law

This form and any dispute connected with it are governed by the laws of Thailand, without limiting any mandatory rights or protections that apply by law. Any dispute that is not resolved informally will be submitted to a court in Thailand with lawful jurisdiction.

12. Participant acknowledgment

By signing, I confirm that:

- I have read all five pages of this form and understand its meaning;
- I understand that this form includes an assumption of risk and a release of legal claims;
- I have had the opportunity to ask questions before signing;
- the health and emergency information I provided is accurate to the best of my knowledge;
- I am signing voluntarily and without pressure; and
- I am at least 18 years old and have legal capacity to sign this form.

Language and understanding

I confirm one of the following:

- ☐ I can read and understand this form in English.
- ☐ The form was explained or translated to me, and I understood the explanation.

IF EXPLAINED OR TRANSLATED: LANGUAGE AND NAME OF PERSON ASSISTING

Before signing: Make sure every page is present, complete the health and emergency sections, mark the media choice, and ask any questions you have. Do not sign if you do not understand this form.

Sign after reading all five pages

I confirm that the information I provided is accurate, I understand this form, and I agree to its terms.

Participant signature

PRINTED FULL LEGAL NAME

PARTICIPANT SIGNATURE

DATE SIGNED (DD / MM / YYYY)

TOUR START DATE

PLACE SIGNED

Witness or operator representative

The witness confirms only that the participant appeared to sign voluntarily. The witness does not certify the participant's medical information.

PRINTED NAME

SIGNATURE

DATE (DD / MM / YYYY)

Operator checklist

- Participant and trip details completed.
- Health disclosure and emergency contact completed.
- Insurance acknowledgment and media choice marked.
- Pages 1-4 initialed and page 5 signed before participation.
- Participant given access to a copy.

Privacy note: Health and emergency information should be used only for tour safety and emergency response, kept securely, and retained only as long as reasonably necessary or required by law.