



## **Liability Waiver & Assumption of Risk**

Please read carefully before signing. By signing this document, you waive certain legal rights, including the right to sue JungleTrek PR and its guides.

### **1. Acknowledgment of Risks**

I understand that participating in outdoor activities with JungleTrek PR, including hiking, swimming, river crossings, cliff jumping, rope swings, and natural water slides, involves inherent and unpredictable risks.

These risks include, but are not limited to:

- Slippery, uneven, or washed-out trails.
- Crossing rivers up to 1-2 feet deep with slippery rocks and uneven footing.
- Flash flooding during or after heavy rain.
- Slips, trips, falls, cuts, bruises, sprains, fractures, or drowning.
- Jumping into water from cliffs or rope swings, which may involve hidden rocks, shallow landings, or strong currents.
- Exposure to sun, heat, dehydration, insects, wildlife, or falling debris.
- Delayed medical assistance due to remote location.

I acknowledge that these risks cannot be fully eliminated and are part of the adventure.

### **2. Assumption of Responsibility**

I voluntarily accept and assume full responsibility for all risks of injury, illness, damage, or death that may occur as a result of participating in this activity, whether caused by natural conditions, my own actions, or those of others.

### **3. Release of Liability**

I, on behalf of myself, my heirs, and assigns, release and discharge JungleTrek PR, its owners, employees, contractors, and guides from any and all claims, liabilities, or demands arising from my participation, including negligence, except in cases of gross negligence or willful misconduct.

### **4. Medical & Physical Fitness**

I certify that I am physically fit to participate and do not have health conditions that place me at increased risk. I confirm that I am in good physical health and capable of completing all required activities listed above, including hiking, swimming, river crossings, and climbing on natural terrain. I understand that JungleTrek PR is not responsible for any pre-existing health conditions or complications arising from them. If I have any

medical concerns, I agree to consult a physician before participating in this tour. I authorize JungleTrek PR staff to obtain emergency medical treatment for me if necessary and accept full financial responsibility for any such treatment.

#### 5. Weather, Delays & Cancellations

I understand that activities take place in a natural environment and conditions can change rapidly. JungleTrek PR is not responsible for injuries, delays, or cancellations caused by weather, flash floods, or acts of nature.

#### 6. Behavior and Compliance

I agree to follow all instructions given by guides and staff. I understand that failure to follow safety instructions increases the risk of injury and releases JungleTrek PR from any resulting liability.

#### 7. Indemnification

I agree to indemnify and hold harmless JungleTrek PR, its owners, and guides from any claims, actions, or lawsuits arising from my participation, including legal costs and attorney fees.

#### 8. Photography & Media Release (Optional)

I grant JungleTrek PR permission to use photos or videos taken during the tour for marketing purposes.

☐ I Agree   ☐ I Do Not Agree

#### 9. Severability & Jurisdiction

If any portion of this waiver is deemed invalid, the remainder will continue to be enforceable. This agreement is governed by the laws of Puerto Rico, and any disputes will be resolved in local courts.

#### 10. Private Property Access

I understand that portions of this tour pass through private properties with permission granted to the public for trail access. I agree to respect all signage and property rules. I acknowledge that the owners of these private lands are not responsible for any injuries, accidents, or damages that may occur during the tour, and I release them from all liability just as I do JungleTrek PR.

#### 11. Emergency Contact

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_