



Oxalis Company Limited

Phong Nha Village, Son Trach Commune, Bo Trach District, Quang Binh Province

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# RELEASE FORM

This Release (hereinafter called the "Release"), is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between, **Oxalis Company Limited Son Trach village, Bo Trach District, Quang Binh Province** (hereinafter referred to as "Oxalis"), and the following customer:

Name: \_\_\_\_\_ Country: \_\_\_\_\_, bearing passport no. \_\_\_\_\_, and having their address at \_\_\_\_\_ (hereinafter referred to as the "Customer").

**WHEREAS:** Oxalis is in the travel and leisure business and, as part of the services it provides to its customers, it runs transport, accommodation, jungle trekking, camping and caving activities;

**WHEREAS:** The Customer wishes to partake in one or more of the services offered by Oxalis; and

**WHEREAS:** Oxalis is willing to enter into an arrangement with the Customer under the following specific conditions;

NOW THEREFORE, **Oxalis and the Customer agree as follows:**

- Oxalis cannot be held in any way responsible for any property damages, bodily harm, injury or death the Customer may sustain, either directly or indirectly, resulting from or in connection with any tour services provided by Oxalis.
- The Customer accepts the authority of the Oxalis guide, management and staff and follows all cave & trekking rules without exception.
- The Customer acknowledges Oxalis will not accept responsibility or liability for any Customer who contravenes any laws or regulations of Vietnam.
- The Customer understands that Oxalis may deem it advisable to amend an itinerary, and it may do so by varying or completely rerouting any tour from the scheduled itinerary. In this case, the Customer will make no objection or claim for compensation from Oxalis.
- The Customer acknowledges the recommendation to have purchased a comprehensive travel insurance package covering medical treatment, natural disaster, personal accidents, medical evacuation, tour cancellation and damage to their personal property (including valuable items).
- The Customer agrees Oxalis operates adventure tours requiring a high level of physical ability in a very remote location without medical facilities. The Customer agrees to assume all risks and hold Oxalis Adventure Tours blameless on all accounts for accident or illness.
- The Customer agrees to give permission for Oxalis Company to use his/her likeness in photographs, video footage or electronic images in all forms, for media, advertising, and all other lawful purposes without compensation.
- The Customer agrees that if they cannot complete any section of the tour due to lack of physical ability, they will be turned around at the discretion of Oxalis.
- The Customer agrees Oxalis will not be responsible for any costs associated with booking alternative travel arrangements including hotels, flights, bus tickets or train tickets, if the tour is delayed and does not finish according to the dates/times as detailed on the tour itinerary, or the Customer is turned around due to lack of physical ability.
- The Customer agrees to be fully responsible for the equipment (headlights, helmets, life jackets) provided to them by Oxalis, and for their replacement costs if their equipment is lost or misplaced.
- The Customer hereby releases, cancels, forgives and forever discharges Oxalis, and each of its directors, officers, heirs, successors and assigns in all capacities whatsoever, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise, and the Customer does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.
- The Customer agrees to the provisions of this Release and its recitals must be read as a whole and are not severable and/or separately enforceable by either party hereto.

**IN WITNESS WHEREOF,** each of Oxalis and the Customer has executed this Release with one original copy as of the day, month and year first set forth above.

**Oxalis Company Limited**

Name: **Mr. Chau My Nguyen** (*Deputy Director*)

Signature: \_\_\_\_\_

**Customer**

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Insurance Name: \_\_\_\_\_

Insurance Contact Number: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_