



Red Tail
ADVENTURES^{LLC}

Excursion Registration Form

Half, full, multi-day tour _____ Dates: _____

Name _____

Additional Participants

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Email _____ Age of Each Participant _____

Payment: The trip fee is \$150 for half-day, \$250 for full-day, and TBD for multi-day. **A \$50 deposit is required to secure a space on the trip.** The deposit is fully refundable until **30 days before the tour start date.** Final payment is due **at the end of the tour.** Please see Tour Terms and Conditions for additional information. Payment is by check (payable to Red Tail Adventures, LLC).

Person to contact in case of Emergency _____

Emergency contact's address _____

Emergency contact's home phone _____ work phone _____

Health Insurance Carrier _____ Policy # _____

Do you have any **dietary** restrictions? Please describe: _____

Do you have any **physical conditions** or limitations? Please describe: _____

Are you currently taking any **medications**? Please list: _____

Do you carry **heart medicine**, an **inhaler**, or an **epipen**? _____

Please mail this form and waiver along with your deposit/payment to Red Tail Adventures, LLC, PO Box 5423, Incline Village, NV 89451 or email the form and waiver to kirk@redtailadventures.com.

Each Participant Must Read and Sign Waiver & Indemnity Agreement on Reverse

RELEASE AND INDEMNITY AGREEMENT

Please read carefully before signing. RED TAIL ADVENTURES, LLC does not guarantee your safety. As set forth below, you are taking all responsibility for your safety and the safety of your child(ren) while participating in this activity. Serious injury and or death may result from your participation. After careful review, if you wish to accept the terms of this Agreement, please sign below. If you are signing this Agreement as a parent or guardian on behalf of a minor, this Agreement is also binding on the minor for whom you are signing and the heirs, representatives, successors, and assigns of the minor.

Each participant named on the reverse (each a “Participant”) desires to participate in the tour(s) listed thereon. As a condition to and as part of the consideration for such participation, each Participant KNOWINGLY AND VOLUNTARILY WAIVES, RELEASES, ASSUMES THE RISKS, SAVES, HOLDS HARMLESS, AGREES NOT TO SUE, and INDEMNIFIES RED TAIL ADVENTURES, LLC, A NEVADA LIMITED LIABILITY COMPANY, and any partners and each of their principals, guides, agents, volunteers, employees, members, managers, officers, attorneys and 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, anticipated or unanticipated, 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, a Participant’s participation in the programs/tours (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 OR ANY OTHER PERSON.** Participant’s indemnity obligations, however, shall not apply to any Claims that are caused solely by the gross negligence or intentional acts or omission of a Released Party. I understand the effect of my signing this document is that each Participant: (i) assumes all risk of injury, death, or property damage Participant or any person for whom Participant is signing, might suffer as a result of participation in the activity/tour/program, even if it occurs as a result of the negligence or other fault of any Released Party herein or other person; (ii) absolves and releases the Released Parties, and each of them, from the consequences of their negligence and/or other fault; (iii) will indemnify and defend the Released Parties against any Claims; and (iv) gives up any right to sue any Released Party.

Each Participant acknowledges that they have read the information provided pertaining to this tour, including all terms, conditions involving deposits, refunds, cancellations, liability and responsibility in which Participant wishes to participate, and understands, consents to and agrees to be bound by the conditions and provisions stated in those policies. Except for the health matters listed on the reverse, each Participant is in good physical health and able to tolerate the physical demands of the program/trip/tour.

Any controversy or claim arising out of or relating to this Agreement or the performance hereunder, including, without limitation, any claim relating to bodily injury, property damage or death, shall be determined and settled by arbitration in Incline Village, Nevada, in accordance with the rules of neutral arbitration applying the laws of state of Nevada. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the release and indemnity stated in this Agreement.

Initials _____

I have read and understand this Agreement, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me and on my heirs, legal representatives and assigns. Liability by a Participant under this Agreement shall be joint and several. If any provision of this Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Agreement without affecting the remaining provisions hereof. The terms of this Agreement are contractual and not mere recitals. **THIS WAIVER AND SAVE HARMLESS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEVADA DESPITE THE LOCATION OF THE ACTIVITY/PROGRAM/TOUR.**

Signature of Participant

Date

Name of Participant/Minor Child

Age (if Minor)

Tour Terms and Conditions

IMPORTANT! Please read carefully. One of the foundations of a great tour is for clear expectations to be set in advance. The following is laid out so we can focus on enjoying our tour once it starts instead of dealing with logistics.

GUIDING FEES

- The **Guiding Fee** you pay is the price quoted at the time you make your booking.
- All **prices** are in US Dollars.
- **Payments** are accepted in US Dollars only, by cash, check or money order. PayPal and credit card payments can be arranged in advance for a \$5 fee. We do not accept wire transfers.
- **A \$50 deposit per day** is required at time of booking to secure your reservation, with the balance payable at the conclusion of your tour. In the case of a cancellation, deposits will be returned in full if cancelled 30 days prior to the tour start. Cancellations within 30 days-notice will only be refunded if another tour can be rebooked on the scheduled dates. Reservations are not confirmed until a deposit has been received.
- **If Red Tail Adventures, LLC cancels a tour** prior to its start, a full refund will be given, less any un-refundable expenditures. If a tour is canceled or shortened due to weather or other circumstances beyond the control of Red Tail Adventures, Red Tail Adventures will use its best efforts to re-schedule the tour or, at its discretion, provide an equitable adjustment.

ENTRANCE FEES

- If we visit **fee areas** (State and National Parks, National Forest, etc.) you are responsible for paying fees for all members of the group, including your guide. We can advise you of the current fees for areas we may visit, but these are subject to change without notice.

VEHICLES

- **If we use my car** (4x4 SUV, three passengers are comfortable, four passengers max), some dirt roads are realistically unpassable, even for a relatively high clearance 4x4. However, we will go to most, if not all the well-known birding sites in my vehicle, given suitable conditions and the limitations of my vehicle.
- **If you provide the vehicle**, please note that while most of Lake Tahoe, the Sierra Nevada, and Great Basin birding sites are perfectly accessible in any car, even ones along dirt roads, a few locations absolutely require high clearance. Four-wheel drive is preferable, especially in winter. Any damage done to your vehicle by attempting to drive on unsuitable roads or in unsuitable conditions for your vehicle is your sole and complete responsibility. Proof of adequate auto insurance must be provided.

DRAWING BIRDS IN

- The **sensible use of phishing, owl imitations, and audio playback** may be used at times, but **only** in the appropriate circumstances. Playback may not be appropriate for certain

species any time of the year and for other species during specific times of year. Please follow all instructions of your guide to know what is appropriate.

HAZARDS

- **Lake Tahoe, the Sierra Nevada, and the Great Basin can have many hazards!** Your safety is the number one priority. While birding at Lake Tahoe and in the Sierra Nevada and Great Basin are generally safe, risks such as snakes, biting insects, winter weather, rugged country, and various other potential dangers are out of the control of Red Tail Adventures, LLC. You are responsible for your own well-being and are expected to prepare, dress, and behave accordingly.

RELEASES/MEDICAL FORMS

- All participants must first sign a liability release and waiver as well as a medical information form prior to a tour.

TRAVEL AND TRIP CANCELLATION INSURANCE

- **Travel and Trip Cancellation Insurance** are highly recommended to protect yourself from unforeseen losses due to accident or illness. Check with your insurance agent regarding the appropriate coverage.

SMOKING

- **Smoking is not permitted** indoors or in vehicles while on a Red Tail Adventures, LLC tour. If you smoke, please be sensitive to others and be aware that much of Lake Tahoe, the Sierra Nevada, and the Great Basin are very dry habitats that are prone to wildfires.