Southern Screamer Birding Tours



Southern Screamer Birding Tours, LLC

P.O. Box 204, Willington, CT 06279. 860-463-4257 E-Mail: birdinguruguay@southernscreamer.com Website: www.southernscreamer.com

Uruguay, the Land of the Painted Birds, 2015.

Registration Form

Please complete and sign this Registration Form and the Release and Indemnity Agreement, and submit with your deposit.

DEPOSIT AMOUNT ENCLOSED:

Minimum deposit is \$500 per person, full payment is due 8 weeks prior to departure.

I have received the detailed day-by-day itinerary for the tour Y/N(if you indicate No, we will mail it to you).

REGISTRANT (1) Name on passport			
			(mm/dd/year)
Issuing Country:			
Gender (M/F):	Date of Birth:		(mm/dd/year)
Mailing Address:			
City:		State or	Province:
Zip or Postal Code: _	C	Country:	
E-Mail:			
Phone: (Day)		_ (Evening)	
Who should be conta	acted in the event of a	n emergency?	
Name:			
Relationship:		_ Phone:	
Y/N Do you w	vish to have your email	address appear of	on the tour participants list? on the tour participants list?

Phone numbers will not included on the tour participants list.

Southern Screamer	Birding Tours
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REGISTRANT (2) Name on passport				
Passport Number:	Exp Date: _	(mm/dd/year)		
Issuing Country:				
Gender (M/F):Date o	f Birth:	(mm/dd/year)		
Mailing Address:				
City:	State	or Province:		
Zip or Postal Code:	Country:			
E-Mail:				
Phone: (Day)				
Who should be contacted in the event of an emergency?				
Name:				
Relationship:	Phone:			
Do you wish to have your postal address appear on the tour participants list? Y/N Do you wish to have your email address appear on the tour participants list? Y/N <i>Phone numbers are not included on the tour participants list.</i>				

LODGING AND MEALS:

____ I wish to have a single room, wherever possible, and will pay the single supplement.

____ I already have a roommate (Name): ______

____One bed preferred _____Two beds preferred

_____ I wish for Southern Screamer Birding Tours to provide a roommate, but if none is available I agree to pay the single room supplement indicated on the itinerary.

Do you have special dietary needs?

If so, please describe, so that we can try to make accommodations. (Provisions for special dietary requirements may not be available at all destinations.) (use other side if necessary)

Morning drink preference: Coffee/ Tea/ Other:

MEDICAL AND EMERGENCY INFORMATION

____ I have read and I understand the pace and activity level descriptions of this tour.

Do you have any medical or physical conditions we should know about and/or which would prohibit full participation in the tour? If so, list below:

(use other side if necessary)

Will you be taking any medications during the tour that a medical professional should be aware of in the event of a medical emergency? If so please list medications and dosage:

(use other side if necessary)

Y/N____Have you participated in organized, overnight birding tours before? If yes, please describe:

Goals/expectations for this tour:

How did you learn about this tour?

- ___Birding
- Bird Club Presentation (which one?)
- Internet search
- From a friend
- ____Other:

Each tour registrant should sign and submit a separate Release and IndemnityAgreement.

IMPORTANT NOTICE: Your registration is expressly made subject to the terms and conditions of the Release and Indemnity Agreement accompanying this Registration Form. Please carefully read, sign and return with your deposit. You will not be confirmed on the trip until you have signed the release and indemnity agreement.

TRIP CANCELLATION & MEDICAL EMERGENCY INSURANCE: We strongly recommend you consider purchasing trip cancellation (including medical emergency) insurance to cover your investment in case of injury or illness to you or an immediate family member prior to or during the trip. *Because we must remit early (and substantial) tour deposits to our suppliers, we cannot offer any refund when cancellation occurs within 60 days of departure, and only a partial refund from 60 to 89 days prior to departure (see Cancellation Policy).*

It is recommended that you purchase optional tour cancellation/emergency insurance. Companies vary in coverage but tend to cover trip cancellation, interruption, medical coverage, travel delays, baggage loss, emergency medical evacuation etc. Advise us that:

I have purchased (or will purchase) trip cancellation/interruption insurance.

I have declined optional insurance and understand that exceptions to the cancellation penalties outlined on the detailed itinerary can not be made.

RELEASE AND INDEMNITY AGREEMENT

Each registrant named on the Registration Form desires to participate in the tour. Therefore, each registrant knowingly and voluntarily **WAIVES**, **RELEASES**, **SAVES**, **HOLDS HARMLESS and INDEMNIFIES** Southern Screamer Birding Tours LLC, of Willington, Connecticut, with a mailing address of P.O.Box 204, Willington CT 06279, its agents, servants, employees, shareholders, officers, directors, attorneys, contractors and sub-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 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 that registrant's participation in the tour (collectively, "Claims").

IT IS MY 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, REGARDLESS OF THE DEGREE OF NEGLIGENCE.

I understand and agree that Southern Screamer Birding Tours LLC has no liability for my personal medical expenses and/or medical care. I certify that I am in good health and physical condition and do not have any physical disability, medical condition or other limiting factor that would create a hazardous situation for myself or my fellow travellers. Further, I understand that certain risks are inherent in the activities to be undertaken by me, including but not limited to travel to remote locations, contact with wildlife or hazardous plants, hiking, swimming, boat travel, and that inclement weather and unavailability of first aid or emergency medical treatment as well as other unknown or unanticipated risks may occur such as war or terrorism, and I accept full responsibility for such specified inherent risks and those not specifically identified.

I have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, which are incorporated herein by reference for all purposes, and I understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems listed above, each registrant is in good physical health and able to tolerate the physical demands of the tour. Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Tolland County, Connecticut. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Tolland County, Connecticut, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Connecticut. No waiver of this agreement to arbitrate shall be enforceable unless in writing and signed by the party charged with waiver. Any award rendered by the arbitration panel shall be final and binding on the parties, and judgment thereon may be entered by a court in Tolland County, Connecticut having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Tolland County, Connecticut. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement.

I understand that tour prices for both land and air can vary due to supplier charges, currency fluctuations and other increased costs and that the cost of this tour is subject to change to reflect such variations. I have been advised of obtaining insurance coverage for trip cancellation, medical assistance, and baggage loss. I understand and accept all terms and conditions and my signature below is evidence of this acknowledgement.

I have read and understand this Release and Indemnity 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 under this Release and Indemnity Agreement shall be joint and several if any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

The receipt of this signed form and your tour deposit shall be deemed to be consent to the above conditions. This agreement to release and indemnify shall be governed by and construed under the laws of the state of Connecticut. Venue for any action or lawsuit between registrant, Southern Screamer Birding Tours LLC, or any other released party arising out of this agreement or the tour offered by Southern Screamer Birding Tours LLC, shall be in Tolland County, Connecticut.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement.

DATE: _____ (mm/dd/year)

Signature of Registrant

Printed name

Return completed and signed form with deposit check made payable to Southern Screamer Birding Tours LLC.

Mail to: Southern Screamer Birding Tours LLC, PO Box 204, Willington, CT 06279

Questions? Email: <u>birdinguruguay@southernscreamer.com</u> or call: 860-463-4257 and leave a message if we cannot answer your call immediately.