

ECHO Rails & Trails

Terms & Conditions for Day Tours and Multi-Day Tours

Awareness of Risk

I certify that I am physically fit to participate in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the activity. I certify that I have sufficient medical and/or travel insurance coverage to engage in such activities, or am prepared to accept the risk of not having insurance.

I am aware of the risks of this activity as it involves moderately strenuous physical exercise that requires average health to participate. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, service providers and their employees.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATION IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Medical Considerations

If you have any medical or psychological conditions, it's important you let us know well before departure so that we can make extra arrangements if necessary. ECHO Rails & Trails and its guides have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the group's or his/her own safety. ECHO Rails & Trails is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation. ECHO Rails & Trails assumes no liability regarding provision of medical care. By registering for your trip and accepting these Terms and Conditions, you agree to pay for emergency evacuation and emergency medical care.

Your obligations as a tour member

By participating in an ECHO Rails & Trails tour, you assume certain obligations to ECHO Rails & Trails and the other trip members. It is your responsibility to:

1. Understand the conditions implied in the Activity Level rating of your selected trip. Select a trip that is appropriate to your interests and abilities.
2. Prepare for the trip by familiarizing yourself with the trip itinerary.
3. Bring appropriate gear and clothing as advised by ECHO Rails & Trails.
4. Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases.
5. Follow considerate social behavior with other trip participants and respect their habits.
6. Respect the areas in which we travel by using environmentally safe products, staying on established routes of travel and not littering.
7. Abide by instruction/rules/outdoor ethics written or communicated by ECHO Rails & Trails staff or affiliates.
8. ECHO Rails & Trails reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.

Our Legal Limitations—Please Read Carefully

ECHO Rails & Trails may contract with independent contractors to provide transportation, guide services and/or all other related travel services. We assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: Acts of God, detention, annoyance, terrorism, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations, strikes, delays and expenses arising from quarantine, failure of any means of conveyance to arrive or depart as scheduled, discrepancies or change in transit or hotel services over which we have no control. We reserve the right to make reasonable changes in the itinerary where deemed advisable for the comfort and well being of trip members. By accepting these Terms and Conditions and registering for this ECHO Rails & Trails tour, the participant agrees to be bound by the above terms and conditions.

Release

In participating in this activity, I hereby take action for myself as follows:

I waive, release and discharge ECHO Rails & Trails and its staff from any and all liability including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity.

Indemnification

I indemnify, hold harmless, and promise not to sue the entities or persons mentioned in this paragraph from any and all liabilities made as a result of participation in this activity, whether caused by negligence or otherwise. I hereby agree to indemnify and hold ECHO Rails & Trails harmless for any litigation expenses, attorney fees, loss, liability, damage, or cost which any may bring about as a result of such claim, to the fullest extent permitted by law. I also agree NOT TO SUE or make claim against the Released Party for death, injuries, loss or harm that occur on the trip.

Medical Release

I hereby consent to receive emergency medical treatment which may be deemed advisable in the event of accident, injury, and/or illness during this activity. I accept financial responsibility for any search, rescue, or emergency transport or treatment needed by me in the course of this activity.

Social Media

I understand while participating in this activity I may be photographed/videoed and I agree to allow my picture, video, or likeness to be used for any legitimate purpose by ECHO Rails & Trails.

The Terms & Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A CONTRACTUAL RELEASE OF LIABILITY AND I AGREE TO IT OF MY OWN FREE WILL.