

Redwood Llama Company, LLC
1708 Greene Street PO Box 562
Silverton, Colorado 81344
(970) 560-2926

PERU TRIP BOOKING AGREEMENT

Last year, Bill Redwood traveled to Peru. His trip included a five day excursion guided by Jose Berdejo Mendiguri, who owns a small tour company there. Jose put together a journey off the tourist grid, providing an amazing and fascinating experience. Bill was left wanting more, so he has corresponded with Jose over the last year and asked Jose to tailor an itinerary for another “off the tourist grid” tour for Bill and a group of interested people. Although Bill, through Redwood Llama Company, LLC, provides llama services and guiding in Colorado, for this trip Redwood Llama Company, LLC is participating solely as a travel agent to help book this special trip.

In accordance with the foregoing, Redwood Llama Company, LLC (“Travel Agent”) agrees to provide the following travel agent services to the Customer named below upon the following terms and conditions:

1. The Travel Agent agrees to provide the following limited services to Customer:
 - A. Book all transportation and accommodations, all breakfasts, all meals in Nunoa and Callalli, an English speaking tour leader, and provide drinking water for 11 days and 11 nights beginning December 31, 2018, as detailed in the itinerary provided by the Travel Agent with this Agreement. The Travel Agent anticipates booking a standard double room for each Customer in 5-star hotels in Lima, Cusco, and Arequipa and in 3-star hotels in Cerro de Pasco and Espinar. Shared rooms will be booked in llama breeders’ homes in Nunoa and Callalli.
 - B. Coordinate and facilitate dissemination of all itinerary information and other information and guidance provided for Customers by Jose Berdejo Mediguri.
 - C. The Travel Agent will not (i) act as tour guide; (ii) inspect or warrant the quality or safety of any accommodations, food, water, or tour activities; (iii) provide any lunches or dinners except in Nunoa and Callalli; or (iv) provide any sleeping equipment or personal gear. Because the Travel Agent has traveled in Peru and will participate on the trip, the Travel Agent, in its discretion, may provide advice and information in the course of the tour. However, the Travel Agent will not act as the tour guide and will not be responsible for addressing any issues that arise for Customers during the trip. Any such issues will be the exclusive responsibility of Customer and Jose Berdejo Mediguri.
2. The Customer Agrees to:
 - A. Pay all fees when due, furnish all requested information by the date it is required, and abide by all terms and conditions in this Agreement.

- B. Arrange his or her own travel to and from Lima, arriving in Lima no later than December 31, 2018.

3. Fees and Payments.

- A. The fee for the services described above will be \$3,000. A single room in the hotels would be an additional \$400.
- B. A non-refundable deposit of \$1,000 per person shall be paid by the Customer to the Travel Agent at the time this Agreement is signed.
- C. The balance of the fee shall be paid no later than November 1, 2018 and the full amount of the fee shall be non-refundable after that date. Customer may wish to consider purchasing trip insurance from a third party.

4. Cancellations and Refunds.

- A. The deposit shall be held by the Travel Agent for and on behalf of the Customer and applied against the total fee.
- B. In the event the Customer should desire to terminate the trip before completing the itinerary, the Customer will be responsible for making his or her travel arrangements and will not be entitled to a refund under any circumstances.
- C. In the event the Customer materially defaults in the performance of any of his obligations herein, Customer's right to participate or participate further may be terminated at the sole discretion of the Travel Agent. Under such circumstances, the Customer shall NOT be entitled to the refund of any portion of the fee.
- D. Each Customer understands that notwithstanding any other provisions of this Agreement, the Travel Agent may, at its sole discretion, return any fees paid and decline to accept Customer for any reason.

5. General Terms and Conditions.

- A. **NO WARRANTIES.** Other than the obligations of the Travel Agent set forth herein, **THE TRAVEL AGENT EXPRESSLY AND COMPLETELY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** concerning any services booked for Customer by Travel Agent.
- B. **NO DUTIES OF TRAVEL AGENT.** Customer acknowledges and agrees that Travel Agent has no obligations to provide services and no duties other than those expressly stated in Section 1 of this Agreement. In particular and without

limitation, Customer agrees that Travel Agent has no duty to warn of dangerous conditions that may occur during the Peru Trip, to investigate accommodations or conditions of activities, to use due care in selecting hotel or other providers of services, or to make arrangements in accordance with a Customer's particularized request.

- C. **TOUR GUIDE INDEPENDENT CONTRACTOR; NO PARTNERSHIP OR JOINT VENTURE.** Customer acknowledges and agrees that tour guide services provided by Jose Berdejo Mendiguri and all other services and activities booked by Travel Agent for the Peru Trip ("Services") are through independent contractual arrangements and shall not constitute or be deemed to constitute a partnership or joint venture between the Travel Agent and such providers, that Travel Agent has no control over the provision of any Services by any such providers, that Travel Agent and such providers are not engaged in a partnership, joint venture or any other form of joint business arrangement, and that Travel Agent and each such provider operates completely independently of one another.
- D. **ACKNOWLEDGMENT OF HAZARDOUS ACTIVITY.** CUSTOMER IS AWARE AND UNDERSTANDS THAT INTERNATIONAL TRAVEL AND LLAMA ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, ARE INHERENTLY HAZARDOUS ACTIVITIES, AND THAT CUSTOMER IS VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND ASSUMES ALL THE RISK THEREOF. Customer is aware and understands that llamas are powerful, unpredictable, and potentially uncontrollable animals. All llamas, even those that are well trained and appear calm and docile, may and will, among other things, rear, kick, bite, or move uncontrollably without warning, and without apparent cause or in response to external stimuli (such as wind, weather, sound, or movement of people, other llamas, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger or reflex actions in the llama. Customer is aware and understands that serious, permanent bodily injury and disability or death of customer or others within the vicinity of llamas may result from llama activities including, without limitation, the handling or care of llamas, or being in the vicinity of llamas.

CUSTOMER ACKNOWLEDGES THAT, UNDER COLORADO LAW (SECTION 13-21-119 COLORADO REVISED STATUTES), A LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LLAMA ACTIVITIES.

- E. **ASSUMPTION OF RISK OF INJURY.** CUSTOMER HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE

OR DEATH TO CUSTOMER AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND/OR LOSS OF CUSTOMER'S PROPERTY, ARISING FROM THE PERU TRIP OR LLAMA ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS BY CUSTOMER OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY PARTIES RELEASED FROM LIABILITY BY THIS AGREEMENT. CUSTOMER FURTHER UNDERSTANDS THAT IT IS CUSTOMER'S RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING OR CARING FOR A LLAMA AND THAT CUSTOMER SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE HANDLING OR CARING FOR A LLAMA AND THAT AT NO TIME SHOULD CUSTOMER OR ANY PERSON EVER ATTEMPT TO RIDE A LLAMA. IN ADDITION, CUSTOMER AGREES THAT ANY LLAMA ACTIVITY CONDUCTED OR SUPERVISED BY WILLIAM REDWOOD AND/OR REDWOOD LLAMA COMPANY, LLC IS DONE AT CUSTOMER'S OWN RISK.

F. **RELEASE FROM LIABILITY, WAIVER OF RIGHTS, AND INDEMNIFICATION.** Customer agrees to a complete release from liability in case of injury or loss, waiver indemnity ("Release") in favor of William Redwood and Redwood Llama Company, LLC and any and all agents, owners, members, managers, affiliates, employees, independent contractors, promoters, sponsors, other packers, llama owners, advertisers, sales persons, photographers and volunteers that are in anyway associated with Redwood Llama Company, LLC (collectively, "Released Parties"). In consideration for Customer being permitted by the Released Parties to participate in the Peru trip and/or llama activities, including, without limitation, the handling and care of llamas, Customer acknowledges and agrees as follows:

i. **AGREEMENT NOT TO SUE.** CUSTOMER AGREES THAT CUSTOMER AND HIS OR HER HEIRS, DISTRIBUTEES, GUARDIANS, PARENTS, SUCCESSORS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by Customer or any other person as a direct or indirect consequence of Customer's participation, or the participation of any other person, in the Peru Trip and/or llama activities, including, without limitation, the handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise.

- ii. **RELEASE.** On behalf of Customer and his or her heirs, successors, parents, distributees, guardians, legal representatives and assigns, CUSTOMER HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by Customer or by any other person as a direct or indirect consequence of Customer's participation, or the participation of any other person, in the Peru trip and/or llama activities, including, without limitation, the handling and care of llamas, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in this provision shall be deemed to release any Released Parties from liability arising from: (a) his or her own willful injury of Customer or any other person or any property, (b) his or her own fraud, or (c) his or her own violation of any law.

- iii. **INDEMNIFICATION.** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness or death of Customer or any person sustained or suffered as a direct or indirect consequence of Customer's participation in the Peru trip and/or llama activities, including, without limitation, the handling and care of llamas.

G. **CUSTOMER REPRESENTATIONS AND WARRANTIES.** CUSTOMER REPRESENTS AND WARRANTS THAT: (a) CUSTOMER HAS READ THIS RELEASE CAREFULLY, AND FULLY UNDERSTANDS ALL OF IT'S TERMS AND PROVISIONS; (b) CUSTOMER IS 18 YEARS OF AGE OR OLDER, AND IS LEGALLY COMPETENT TO ENTER INTO THIS RELEASE; (c) NO PROMISE, INDUCEMENT, OR AGREEMENT HAS BEEN OFFERED OR MADE TO CUSTOMER IN CONNECTION WITH CUSTOMER'S EXECUTION AND DELIVERY OF THIS RELEASE; AND (d) CUSTOMER HAS KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT CUSTOMER'S OWN RISK AND INITIATIVE, AND OF CUSTOMER'S OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTIES.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT

MIGHT OTHERWISE BE ASSERTED BY CUSTOMER OR BY CUSTOMER'S HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND/OR ASSIGNS.

Customer has read and voluntarily signed this Release and further represents that Customer is informed about the subject matter of this Release and the rights Customer is waiving herein. Customer further agrees that this Release is intended to be as broad and inclusive as is permitted by the law of Colorado.

6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded and in accordance with its remaining terms.

7. Choice of Law; Enforcement Forum Selection and Costs. This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce the terms of this agreement shall be brought in the Colorado District Court of San Juan County and in no other forum. The Customer agrees to pay all cost of collection, including reasonable attorney's, fees incurred or paid by the Travel Agent in enforcing the terms of the Agreement against Customer.

8. Successors Bound. The terms of this Agreement shall be binding upon the parties' successors, heirs, parents, distributes, guardians, legal representatives administrators, and assigns.

9. Merger. The terms and conditions of this Agreement shall supersede any prior or oral agreements and this Agreement comprises the complete and exclusive statement of the terms and agreements relating to the subject matter covered hereby.

CUSTOMER, BY EXECUTION OF THIS AGREEMENT AND RELEASE, ACKNOWLEDGES THAT HE OR SHE HAS READ THE TERMS AND CONDITIONS AND HAS RECEIVED A TRUE AND CORRECT COPY OF THIS AGREEMENT.

REDWOOD LLAMA COMPANY, LLC ("TRAVEL AGENT")

By _____
Name & Title Signature Date

CUSTOMER

Print Name _____

Print Address _____

Telephone _____

Email _____

Signature

Date