

DEED OF WAIVER

Please read carefully

I wish to take part in an adventure travel programme with White Desert Ltd (Company N°: 05655519) ("White Desert") to, and within, Antarctica and the sub-Antarctic region.

I am aware that White Desert requires each programme participant to execute and deliver to them a Deed of Waiver in this form before they will be permitted to embark upon the programme.

I am aware that, as an adventure traveller in Antarctica, I will, in addition to the usual dangers inherent in skiing, hiking or mountaineering expeditions and visiting, for protracted periods, remote Antarctic field camps, be exposed to certain additional dangers and risks specific to travel in Antarctica and the sub-Antarctic region, including without limitation:

- Extreme weather conditions which can change rapidly and without warning;
- Extreme low temperatures which, particularly when compounded by strong winds, can have rapid and adverse effects on the human body and its metabolism;
- The effect of oxygen depletion when visiting regions of higher altitude;
- Exposure to solar radiation which may be more intense than in other parts of the world and may be aggravated by reflection from the ice and snow creating additional dangers and risks to skin and eyes;
- Extreme low temperatures and the effect of oxygen depletion may cause adverse effects from any drugs or medication. In particular, and without limiting the generality of these risks, the self-administration of any medication for accelerated acclimatization to altitude is not recommended;
- The remoteness of the Antarctic region from any modern facilities - medical conditions that do not normally pose a serious threat to one's health or safety, where medical treatment is readily accessible, may be exacerbated by the logistical delays involved in obtaining medical treatment in Antarctica and the sub-Antarctic region;
- Hazardous, little known terrain covered in ice and snow which may disguise or completely obscure dangers such as, but not limited to, unstable slopes, ice holes or crevasses; and/or
- Risks to air travel - the general lack of air traffic control facilities and meteorological prediction facilities in Antarctica and the sub-Antarctic region all mean that information normally available to aircrews is often unavailable. Search and rescue infrastructure is, of course, similarly limited.

I acknowledge and accept that Antarctica is a unique destination with inherent dangers and that the enjoyment and excitement of adventure travel to, and within, Antarctica and the sub-Antarctic region is derived in part from the participation in activities in an extreme environment away from the facilities of modern civilization and that the inherent risks of travel in this environment contribute to such enjoyment and excitement.

I confirm that, for the duration of the White Desert programme, I will abide by the verbal or written directions of White Desert and its Representatives in relation to all matters of safety.

As a condition of, and in consideration for, White Desert permitting me to participate in the programme, I, for myself and on behalf of any of my heirs, executors and other legal/personal representatives, agree as follows:

White Desert Ltd, Aston House, Cornwall Avenue, London, N3 1LF, United Kingdom
Company Number: 5655519

1. To assume voluntarily all of the known and unknown risks inherent in adventure travel that may result both from my participation in the programme itself, in transportation to or from the programme route and in any rescue operations or procedures, including, without limitation, the risk of personal injury, death, loss of or damage to personal property, and any loss, costs or expenses resulting therefrom;
2. To waive voluntarily any and all claims I may now and in the future have against White Desert , and to release White Desert from all liability and not to sue White Desert or any of its officers, directors, subsidiaries, affiliates, parent companies, employees, air-crew, guides, agents, representatives, contractors, sub-contractors or suppliers (collectively “its Representatives”), for any negligent rescue operations or procedures, any personal injury, death, property damage or any other loss, damage, cost or expenses (including legal fees) sustained by me;
3. For the avoidance of doubt, nothing in this deed excludes or limits White Desert’s liability for death or personal injury arising from the negligence of White Desert, or any of its Representatives, for which the White Desert is legally responsible;
4. I am medically, physically and, in all other respects, fit and fully able to participate in adventure travel to and within Antarctica or the sub-Antarctic region and I have no special medical requirements or conditions, except as described in the Medical Form submitted in conjunction with my application to participate in the programme;
5. I am solely responsible for my own medical, accident and life insurance coverage and I have obtained coverage suitable for my participation in an adventure travel programme to Antarctica; and
6. I am voluntarily entering into this Deed of Waiver, and I have elected to participate in the programme, of my own free will.

I also acknowledge and confirm that, having read and understood this Deed of Waiver in its entirety, I agree:

- A. To be bound by all of the terms and conditions of this Deed of Waiver;
- B. This Deed of Waiver will be binding on my heirs, next of kin, executors, administrators, personal representatives and successors;
- C. This Deed of Waiver can only be modified or changed by an agreement made in writing and signed by one of White Desert’s directors.
- D. This Deed of Waiver, and any dispute or claim whatsoever relating to it its subject matter or its formation, will be governed by and construed in accordance with English law and that the courts of England will have exclusive jurisdiction over any such dispute or claim.



I HAVE READ THIS DEED OF WAIVER AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO ME, ON THE PART OF WHITE DESERT AND EACH OF ITS REPRESENTATIVES, TO THE FULLEST EXTENT ALLOWED BY THE LAW.

Executed and delivered as a deed by (please print)

Date of birth (dd/mm/yyyy)

Address

Date

Signature

In the presence of

Witness name

Witness address

Witness signature

IF YOU ARE SIGNING THIS DEED OF WAIVER ON BEHALF OF A MINOR

Name of minor you are signing on behalf of

Name of parent / legal guardian (please print)

Signature of parent / legal guardian

PLEASE NOTE THAT IF YOUR COMMAND OF THE ENGLISH LANGUAGE IS LIMITED, THE ABOVE DOCUMENT MUST BE TRANSLATED INTO YOUR NATIVE LANGUAGE AND THE FOLLOWING SECTION BE COMPLETED BY A SUITABLE INTERPRETER.

ENDORSEMENT OF INTERPRETER (where applicable):

I CERTIFY that:

I have knowledge of English and _____ (language spoken by the above-named)

and I am competent to interpret from one to the other.

Before the above-named signed the Deed of Waiver on which this Endorsement is made, I correctly interpreted the Deed of Waiver for the above-named from English into

(language spoken by the above-named) and he/she appeared to fully understand its contents.

Date

Name of interpreter _____ (please print)

Date of birth of interpreter _____ (dd/mm/yyyy)

Address of interpreter

Signature of interpreter