PATAGONIA HERO TRAVEL SPA

PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK

I. Operational Structure. I acknowledge and understand that my expedition involves two separate and independent companies: Patagonia Hero Travel SPA, a company organized under the laws of Chile (RUT: 777654543), which alone provides and operates all field services, trekking, and logistics in South America (including Chile and Argentina); and Travel Payment Solutions LLC ("TPS"), a United States (Utah) company operating under the trade names "PatagoniaHero" and "AdventureHero" (Patagonia expeditions are offered through both), which provides only booking facilitation, customer support, and payment processing and does not own, operate, control, or supervise any on-the-ground services. Neither entity is the agent, partner, joint venturer, or employee of the other. References to each entity include its respective owners, officers, employees, and agents. For Antarctica expeditions, all maritime and aviation services are provided by independent polar operators under their own terms and separate waivers; neither Patagonia Hero Travel SPA nor TPS operates those services. Certain services in Argentina and elsewhere — including accommodations, transport, and locally licensed guides — may be provided by independent local suppliers whom Patagonia Hero Travel SPA coordinates but does not control; such suppliers are not agents of Patagonia Hero Travel SPA or TPS.

II. Acknowledgment of Inherent Risks. I understand that trekking in Patagonia (including Torres del Paine National Park, Los Glaciares National Park, and El Chaltén) involves inherent risks that cannot be eliminated without destroying the unique character of the activity, including but not limited to: rapid and severe weather changes, including high-velocity Patagonian winds often exceeding 100 km/h, which can impact stability, cause falling debris, and lead to hypothermia; navigation of remote trails, river crossings, glacial moraines, and unstable rocky paths; exposure to intense UV radiation, forest fires, and sudden changes in trail accessibility due to landslides or flooding; and limited access to modern medical facilities and the significant logistical challenges of emergency evacuation (including stretcher or helicopter rescue) from remote areas of the Andes. I assume and accept full responsibility for these risks, including those not specifically identified herein.

III. Medical Disclosure & Emergency Treatment. I certify that I have disclosed, on the Emergency Contact / Medical Details form and to my Adventure Specialist, all physical, medical, or mental conditions, medications, and prior altitude-related problems that could affect my safe participation, and that I have no undisclosed conditions that would impair my ability to participate safely. I authorize Patagonia Hero Travel SPA to arrange for any emergency medical treatment, evacuation (including stretcher or helicopter rescue), and hospitalization as may be necessary without my further consent. Any assistance provided by TPS in connection with an emergency is limited to administrative and communications support and does not create any duty of care or operational responsibility on the part of TPS. I am solely responsible for all costs of such treatment and evacuation not covered by my insurance.

IV. Assumption of Risk, Release, and Indemnity.

(a) Express Assumption of Risk. I knowingly, freely, and voluntarily assume all risks, both known and unknown, associated with my participation in the activities, even if arising from the ordinary negligence of TPS, Patagonia Hero Travel SPA, or their respective agents, employees, officers, directors, and affiliates (collectively, the "Released Parties").

(b) Release. In consideration of being permitted to participate in the services and activities, I hereby release, waive, acquit, and forever discharge each of the Released Parties, severally, from any and all past, present, or future claims, demands, actions, causes of action, or losses for bodily injury, personal injury, psychological injury, property damage, wrongful death, or consequential damages arising out of or related to my participation, including claims resulting from the ordinary negligence of any Released Party, to the fullest extent permitted by law. This release does not apply to liability that cannot be released or limited under applicable law, including liability for gross negligence, willful misconduct, or fraud.

(c) Indemnification. I agree to indemnify, defend, and hold harmless each Released Party from and against any and all claims, demands, losses, liabilities, attorney's fees, and costs asserted by any third party arising out of or resulting from my conduct during the activities.

V. Governing Law & Disputes. Field Operations: any dispute, claim, or legal action regarding on-ground services, trekking, or injury in South America shall be brought only against Patagonia Hero Travel SPA, shall be governed by the laws of Chile, and must be brought exclusively in the courts of Santiago, Chile. Booking & Financial Services: any dispute regarding booking facilitation or payment processing by TPS shall be governed by and resolved in accordance with the Dispute Resolution (Booking & Arrangements) provisions of the Terms of Service I accepted at the time of booking (the PatagoniaHero or AdventureHero Terms of Service, as applicable).

VI. Terms of Service; Severability; Binding Effect. I acknowledge that I have received and accepted the Terms of Service applicable to my booking. With respect to field operations, this agreement controls over the Terms of Service; with respect to booking, payment, and coordination services provided by TPS, the Terms of Service control. If any provision of this agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed, and the remaining provisions shall continue in full force. This agreement is binding upon myself, my heirs, personal representatives, and estate. By signing, I acknowledge that I have read and fully understand the terms of this waiver.

Trek/Tour: _____ **Nationality: _____**

Printed Name: _____

_____ _____

Signature **Date**

PATAGONIAHERO TRAVEL SPA

EMERGENCY CONTACT / MEDICAL DETAILS

Guest Name: _____ **Trip Date:** _____

EMERGENCY DETAILS

Contact Name: _____

Relationship: _____

Contact Number: _____

Contact Address: _____

MEDICAL DISCLOSURE

List all physical, medical, or mental conditions, current medications, allergies, and any prior altitude-related problems. Write "None" if not applicable. Do not leave blank.

Conditions: _____

Medications: _____

Allergies: _____

Prior Altitude Issues: _____

CERTIFICATION OF FITNESS & MEDICAL PROXY AUTHORIZATION

I understand the physical requirements of the activity in which I will be participating. I certify that I have disclosed above all physical, medical, or mental conditions, medications, allergies, and prior altitude-related problems that could affect my safe participation, and that I have no undisclosed conditions. I agree to assume all risks that may be created, directly or indirectly, by any disclosed condition. I hereby authorize Patagonia Hero Travel SPA to arrange for any emergency medical treatment, evacuation (including stretcher or helicopter rescue), and hospitalization as may be necessary for me because of participation in this activity without my further consent, and I authorize the sharing of the information on this form with medical providers and my emergency contact for that purpose. I acknowledge that any assistance provided by Travel Payment Solutions LLC in connection with an emergency is limited to administrative and communications support and does not create any duty of care or operational responsibility on its part. I acknowledge that I am responsible for any costs associated with evacuation or treatment in the case it is not covered by my insurance.

_____ _____

Signature **Date**