



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us with a 25% non-refundable deposit to have a confirmed reservation.

A separate form must be completed for each traveler.

(MAKE PAYMENTS PAYABLE TO JOURNEYS UNFORGETTABLE)

VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK

I voluntarily apply to participate on a trip under the arrangements of **Journeys Unforgettable** (hereafter referred to as **JU**) with knowledge that travel to foreign countries and /or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance which are not maintained or operated to standards common in the United States of America; high altitude; forces of nature; civil unrest; terrorism; accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages. I understand that **JU** will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I agree to be responsible for my own and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma and death.

Responsibility: I understand that the responsibility of **JU** is strictly limited. As a United States of America based travel company, **JU** promotes, and sells tour programs and trips consisting of certain travel services, including but not limited to surface transportation, excursions, and accommodations which **JU** purchases or reserves from various suppliers on my behalf. I am aware, and I clearly understand, that the suppliers providing travel services for tour programs sold by **JU** are independent contractors and are not agents or employees of **JU** nor does **JU** act as an agent for any supplier or travel services. Therefore, I understand that **JU** is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers, and/or air carriers. Some suppliers may require additional signatures on their own release.

As consideration for my participation in the trip and for **JU's** undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against **JU**, as a result of any acts or omissions by independent contractors, other than **JU**, involved in this trip. I hereby release, indemnify, and covenant not to sue **JU**, or its offices, directors, shareholders, agents and employees for any and all claims of whatever kind arising from my participation in the trip, including, but not limited to, personal injury, illness, death, damage, or monetary loss, except for any such claims arising out of the negligent acts, omissions or misconduct of **JU**, or its officers, directors, shareholders, agents and employees involved with this trip.

Release of liability: By utilizing the travel services of these independent suppliers, I hereby release and discharge **JU**, its owners, employees, agents and representatives from and against any and all liability, actions, causes of actions, suits, debts, demands that I may have for any injury, costs, property damage, personal loss, or death to me, or those traveling with me, in connection with any accommodations, transportation of other travel services, or resulting directly or indirectly from any occurrences or conditions beyond the control of **JU**, including but not limited to, acts of terrorism, war, human error, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of (or changes in) itinerary or schedules. I understand that any legal claims, which have, or may arise out of, or in addresses, will be provided to me prior to departure.

This waiver specifically includes giving up any right I may have to sue **JU** for negligence for services rendered by the actual providers of services.

Medical Proxy: Medical Proxy is an authorization by the tour participant or their legal guardian that gives permission to **JU** and/or the tour operator to hospitalize and secure emergency treatment in the event that the injured's party's family/emergency contacts are not available.

_____INITIALS



Knowing and voluntary execution: My signature below certifies that I have carefully read and fully understand the contents of this agreement including the *terms and conditions*, especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to **JU**, the depositor, his or her family agrees to be bound by the above *terms and conditions*.

In the event that an arbitrator or court of law declares any term or terms of these documents invalid, such declaration shall not affect the remainder of the terms of the agreement which shall be valid and enforceable.

If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify **JU** for any claims of the minor. (If applicant is under 18 years of age, a parent or legal guardian must sign for the minor)

I understand this is a legally binding and enforceable contract and sign it of my own free will.

Participant Signature

Date

Print Name of Traveler

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