

## **BOOKING FORM**

Married Couples may complete and sign one Booking Form, or if the First Participant is an adult and the Second Participant is a minor.

First Participant Title				
Title First Name N (as it appears on your passpor	انطاe Name	Last Name		
	,			
Name Known By		Date of Birth		
Gender Nationality		Passport No		
Passport Issue Date Passport Expiry Date				
Address	City	State	Zip Code	
Cell Phone	E-mail			
Second Participant Title				
First Name N (as it appears on your passpor		Last Name		
Name Known By		Date of Birth		
Gender Nationality		Passport No		
Passport Issue Date	Passport E	xpiry Date		
Address	City	State	Zip Code	
Cell Phone	E-mail			
ACCOMMODATION INFORM	ATION			
Twin or Double Room (for couples)				
Shared Room				
Name of Roommate				
I would like for the trip leader/Aspirar to assign a suitable roommate.				
Single Room (supplement fee applies)				
Please list any dietary restriction	ons			



## PAYMENT INFORMATION

\_\_\_\_ Pay by check (mail to Aspirar Tours, LLC)

\_\_\_\_ Pay by credit card (Aspirar Tours will contact you via phone or send a secure payment link.)

\_\_\_\_\_ No. of Participants X \_\_\_\_\_\_ Deposit = \_\_\_\_\_ TOTAL

The booking is completed upon receipt of the booking form and the non-refundable deposit. A confirmation email will be sent to confirm. Full payment must be received no later than 90 days prior to the start date of the tour. Cancellation terms may be found in Terms and Conditions. Travel insurance is strongly recommended.

By signing this Booking Form, I have read and agree to the Terms and Conditions as it appears on Aspirar Tours, LLC website and contained in this booking Form. I understand that I have read, must agree to, and sign the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. I certify that at the time of signing the booking form I am able to fully participate in and complete the trip itinerary.

Signature of First Participant		
Printed Name	Date	
Signature of Second Participant		
Printed Name	Date	

## **BOOKING FORM CHECKLIST**

\_\_\_\_\_ Signed Booking Form

\_\_\_\_\_ Signed Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

\_\_\_\_\_ Enclosed a check or as indicated I will pay by credit card.

\_\_\_\_\_ Copy of passport/passports (picture page only).

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Read this Agreement carefully as it is a legally binding contract. Both parents/legal guardian must sign for minors under 18 years of age.

In consideration for my acceptance as a participant in the trip arranged for me by Aspirar Tours, LLC ("Aspirar," "we," or "us"), and the services to be provided to me by Aspirar, I acknowledge and agree as follows:



RESPONSIBILITY: I understand that Aspirar uses reasonable care in the selection of its suppliers, who to its knowledge are reputable and competent based on information that is reasonably available to it. I understand that Aspirar acts only as an intermediary for its suppliers and, as such, assumes no responsibility and cannot be held liable for any negligent or willful act or omission of any supplier, or of any other person or entity. A supplier's services are subject to the supplier's own terms and conditions and its local laws, regulations, and treaties where applicable.

ASSUMPTION OF RISK: I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved, which include but are not limited to: accommodations, roads, trails, vehicles, boats or aircraft, or other means of conveyance which may not be maintained or operated to standards common in my country; dangers and risks inherent in the activities set forth in my itinerary; dangers and risks inherent in walking and hiking in outdoor settings (e.g., cultural sites, dirt and rocky paths and rural roads), including falling or tripping on uneven surfaces or debris; food-borne illnesses from eating local or other foods; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God and force majeure; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; road blocks; civil disturbances, social or labor unrest, terrorist activities, and war; physical exertion for which I am not prepared; environmental conditions/hazards (e.g., slippery roads due to rain, mudslides); transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by bus, van, car, bike, boat, horseback or other animal, by foot, or by any other conveyance; equipment failures or deficiencies; contact with wildlife, marine life, pests and insects, including bites and stings; accident or illness in remote or rural places without access to medical facilities, transportation, or means of evacuation and assistance; the adequacy of medical attention; medical or dietary restrictions; mechanical or construction failures or difficulties; diseases, epidemics or the threat thereof; stolen, lost or misplaced luggage or property; theft or break-ins into vehicles, lodging or elsewhere; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of our control that are not specified in this agreement. I expressly agree to be responsible for my own welfare and fully assume all of the above risks, as well as all other risks set forth in this agreement, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE: To the fullest extent permitted by law, I on behalf of myself, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (collectively, "Releasors") expressly RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE Aspirar Tours, LLC, its owners, officers, employees, managers, shareholders, affiliates, agents, representatives, officers, directors, volunteers, successors and assigns (collectively, "Releasees"), from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I now have or may later have against Releasees arising out of, relating to, or in connection with the travel services arranged through or provided by Aspirar Tours, LLC, whether arising from Releasees' negligence or otherwise. (cont.)



(cont.) I further agree that if any such cause of action is brought against Releasee(s) and I am found responsible for injury or damages to any person, including myself, as a consequence of my own actions or inactions, I shall fully DEFEND, INDEMNIFY, AND HOLD HARMLESS Releasee(s) in that cause of action.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me, my and their heirs, next of kin, successors, assigns, and legal and personal representatives.

It is my intention to fully assume all risks associated with this trip and to release Aspirar Tours, LLC from any and all liability to the maximum extent permitted by law.

APPLICABLE LAW, CHOICE OF FORUM AND SEVERABILITY: This agreement will be interpreted according to the laws of the State of Texas, USA. Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively in state, local or federal courts in Plano, Collin County, Texas. You agree to personal jurisdiction in the specified forum.

KNOWING AND VOLUNTARY EXECUTION: By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I certify that I have read this agreement, fully understand all of its terms, and voluntarily agree to be bound by its terms. My signature applies to all pages of this agreement. These representations are true whether I am signing on my own behalf or on behalf of a minor.

I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement.

I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

Signature of First Participant	
Printed Name	Date
Signature of Second Participant	
Printed Name	Date