



ADVENTUROSE TRAVELS, LLC

LIABILITY WAIVER AND RELEASE AGREEMENT

This Liability Waiver and Release Agreement ("Agreement") is entered into between:

- **AdventuRose Travels, LLC**, a Pennsylvania limited liability company (the "Company"), and
- The undersigned participant ("Participant"), who voluntarily agrees to participate in a trip organized by the Company (the "Trip").

By signing this Agreement, the Participant acknowledges and agrees to the following:

1. VOLUNTARY PARTICIPATION & ASSUMPTION OF RISK

I, the Participant, understand and acknowledge that participation in the Trip involves **inherent risks** including, but not limited to:

- Personal injury, illness, or death
- Accidents, transportation delays, and unpredictable weather
- Acts of terrorism, theft, or loss of property
- Food-related allergies or illnesses
- Emotional distress and cultural differences
- Natural disasters or pandemics

I voluntarily assume all such risks and agree that my participation is entirely at my own risk.

2. RELEASE OF LIABILITY

I **fully release, waive, and discharge** AdventuRose Travels, LLC, its owner(s), employees, affiliates, independent contractors, and representatives (collectively, "Released Parties") from any **claims, demands, liabilities, or causes of action** arising from:

- Injuries, accidents, or medical conditions
- Property loss, loss of baggage, theft, or damage

Initials: _____



- Delays, changes, or cancellations beyond the Company's control
- Actions or negligence of third-party vendors, including tour guides, transportation providers, and accommodations

This release applies to claims **whether caused by negligence or otherwise**, to the fullest extent permitted by law.

3. MEDICAL RELEASE & INSURANCE REQUIREMENT

I certify that I am in good health and capable of participating in the Trip. I acknowledge that:

- The Company is **not responsible for providing medical care or insurance**.
- I am responsible for obtaining **my own travel insurance**, including medical coverage, trip cancellation, and emergency evacuation.
- In the event of an emergency, I authorize the Company to secure medical treatment on my behalf, at my own expense.

4. TRAVEL DOCUMENTS & RESPONSIBILITIES

I understand that it is my responsibility to:

- Obtain a **valid passport, visa(s), vaccinations, and travel authorizations** required for the Trip.
- Comply with all **local laws, customs, and regulations** in the destination country.

Failure to meet these requirements does **not** entitle me to a refund.

5. INDEPENDENT CONTRACTORS & THIRD PARTIES

I acknowledge that AdventuRose Travels, LLC works with **independent third-party vendors** for accommodations, transportation, and excursions. The Company **does not own, manage, or control** these vendors and is **not responsible** for their actions, omissions, or performance.

Initials: _____



6. FORCE MAJEURE

The Company is not liable for **trip cancellations, delays, or disruptions** due to events beyond its control, including but not limited to:

- Natural disasters, pandemics, or epidemics
- Government actions, travel bans, or political instability
- Airline strikes or unexpected closures
- Acts of terrorism

Refunds, if applicable, will be subject to the Terms & Conditions of the trip.

7. ALCOHOL CONSUMPTION

I acknowledge that alcohol may be available during the Trip. I understand and agree that:

- **Any alcohol consumption is at my own discretion and risk.**
 - I am responsible for **knowing my own limits** and making safe decisions.
 - The Company is **not responsible for injuries, accidents, legal consequences, or damages** resulting from my alcohol consumption.
 - If my behavior due to alcohol consumption becomes disruptive, dangerous, or violates local laws, I may be **removed from the Trip without a refund.**
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8. ADVENTURE ACTIVITIES & PHYSICAL REQUIREMENTS

I understand that the Trip may include **physically demanding activities** such as hiking, swimming, zip-lining, boat rides, and other adventure activities. I agree that:

- Participation in these activities is **voluntary**, and I assume all risks associated with them.
- It is my responsibility to ensure I am **physically fit** to participate.
- The Company is **not responsible** for injuries, illnesses, or accidents resulting from my participation.

Initials: _____



- If I choose to **opt-out** of an activity, I understand that I am **not entitled to a refund** for that portion of the Trip.

9. DIETARY RESTRICTIONS & FOOD ALLERGIES

I acknowledge that:

- The Company will make reasonable efforts to accommodate dietary restrictions, but **cannot guarantee** allergen-free or custom meals.
- It is my responsibility to **communicate dietary restrictions in advance** and take necessary precautions (e.g., carrying an EpiPen).
- The Company **is not liable** for allergic reactions, food-related illnesses, or issues arising from local cuisine.

10. SOLO TIME & PERSONAL RESPONSIBILITY

I understand that I may have **free time** during the Trip to explore independently. I acknowledge that:

- Any activities I engage in **outside the group itinerary** are at my **own risk**.
- The Company is **not responsible** for any incidents, injuries, or legal issues that occur during solo time.
- I agree to **inform a fellow traveler or trip leader** of my whereabouts for safety purposes.

11. CODE OF CONDUCT & REMOVAL FROM TRIP

I agree to follow the Company's **Code of Conduct**, including:

- Respecting local laws and customs
- Following safety guidelines and group schedules
- Refraining from disruptive or illegal behavior

Initials: _____



The Company reserves the right to **remove any participant** from the Trip without refund if their behavior endangers others or disrupts the group experience.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by the laws of the **Commonwealth of Pennsylvania**. Any disputes will be resolved through **binding arbitration in Philadelphia, Pennsylvania**, and not through a lawsuit in court.

13. SEVERABILITY CLAUSE

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. ACKNOWLEDGMENT & SIGNATURE

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I VOLUNTARILY AGREE TO ITS TERMS AND WAIVE ANY LEGAL CLAIMS AGAINST ADVENTUROSE TRAVELS, LLC.

Participant Name: _____

Signature: _____

Date: _____

Emergency Contact Name & Phone: _____

Initials: _____