

INDEPENDENT ADULT TRIP
TO GERMANY AND AUSTRIA SUMMER 2026
TERMS OF AGREEMENT

This Program Agreement for Travel to Germany and from Austria (this “Agreement”) is executed by you, the participant and referred to herein as the “Participant.”

I, (Print name of Participant) _____

the Participant, in consideration of the Organizers and Leaders organizing and leading the Trip to Germany and Austria during the Summer of 2026, and intending to be legally bound, hereby agree as follows.

- 1) The independent adult trip to Germany and Austria is organized by Eva M. Schott McMasters and Robert D. Vaske, who will be hereby known as “the Organizers,” are the Leaders of the trip and have the final authority in the procedures for the trip.

The Organizers reserve the right to make changes to the program for the safety, comfort, or convenience of members of the group, whenever in the sole judgment of any Organizer, such changes are deemed, in their sole discretion, to be necessary or advisable.

- (a) The Organizers reserve the right to refuse to accept or retain the participant or any other person as a member of the group, either prior to departure for Germany or at any point during the course of the visit to Germany and Austria.

- (b) The Participant agrees that the Organizers incur no responsibility for loss of passport or of airline, train, or bus tickets or of other documents, or for loss or damage to luggage or any personal belongings.

- 2) The Participant agrees to release each of the Organizers, Eva M. Schott McMasters and Robert D. Vaske as well as Pellkofer and Adebar from, and not to hold any of the Organizers responsible for, any claims, demands, liabilities, and causes of action arising of or connected to personal injury, illness, death, pregnancy, or property damage resulting from any cause whatsoever.

- 3) The Participant shall indemnify and hold harmless the Organizers against all claims, demands, liabilities, causes of action, expenses, fines, settlements, and other amounts actually incurred in connection with any actual or potential claim, demand, liability or cause of action arising out of:

- (a) The acts, whether negligent or intentional, of the Participant, during the time of the trip traveling to and from Germany and Austria;

- (b) any damage resulting from events over which they exercise no control, such as Acts of God, strikes, or government restrictions; and

- (c) from any financial obligations which the Participant may incur on his or her own behalf.

The Participant shall advance to each of the Organizers any defense expenses in any such proceeding.

4) The Participant is aware that travel insurance is not provided by the Organizers and that the Participant has been fully advised to obtain travel insurance on their own accord. The Participant also agrees to pay in full the total agreed cost of the trip and that any refund due to any unforeseen circumstances will be at the discretion of the Organizers and may possibly not be a full refund. Any flight refunds are subject to the rules of the individual agency from which they were purchased.

5) If the Participant becomes ill or incapacitated, any of the Organizers may assist in translating any actions necessary or advisable for the safety and well-being of the Participant, including securing medical treatment and transporting the Participant home at the expense of the Participant, who hereby agrees to pay all such costs. The Participant fully releases the Organizers from any liability for such actions and decisions as may be taken on the Participant's behalf.

6) The Participant acknowledges that the Organizers shall have the right to enforce the provisions of this Agreement as a party to this Agreement or as an intended third party beneficiary of this Agreement.

7) If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, with respect to one of the parties or intended third party beneficiaries of this Agreement, then this Agreement shall remain valid and enforceable with respect to each other party and intended third party beneficiary of this Agreement.

8) This Agreement will be governed by the laws of the State of Ohio.

Participant

Date

NOTARY:

Subscribed and sworn to before me in presence, this day _____
20 _____

Notary Public in and for the County / State _____

Signature

My commission expires _____