

## **TERMS & CONDITIONS**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY CLAIMS**

WARNING – By signing this document you will waive certain legal rights including the right to sue. Please read carefully!

#### **PREAMBLE**

This trip is an exceptional opportunity, but it is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience, and this Trip's cancellation or curtailment. All persons taking part in this Trip are required to accept these and other risks as a condition of their participation in this program. The Statement of Risks set forth below is intended to enable participants to better understand and accept the various risks involved in this Trip.

#### **ASSUMPTION OF RISK**

1) I am aware that there are inherent risks, dangers and hazards to which I may be exposed while participating on this Trip or to this location, including but not limited to the following:

- a) theft, vandalism or loss of personal property;
- b) motor vehicle or traffic accidents and a poor road and transportation system;
- c) diseases not common in Canada;
- d) exposure to wildlife;
- e) different environmental and weather conditions than those in Canada;
- f) the laws of this Location may be significantly different from those in Canada;
- g) the medical facilities in this Location may well be of a lower standard than what might be expected in Canada;
- h) hazards resulting from political unrest, military and/or terrorist activity, previous or present; and,
- i) cancellation of this Trip or curtailment or cancellation of individual activities due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of local travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Marianatha Tours/ TCB Travel and Tours and its local partners.

2) I am aware that there are further risks mentioned in the most current Canadian Department of Foreign Affairs and International Trade Travel Report which I read as a condition of my participation in this Trip.

3) I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Marianatha Tours/ TCB Travel and Tours and its local partners allowing my participation in this Trip, I agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Marianatha Tours/ TCB Travel and Tours and its local partners, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
- 2) TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I might suffer, or that my next of kin may suffer as a result of my participation in this Trip due to any cause whatsoever, INCLUDING BREACH OF CONTRACT, OR TORTIOUS ACTS OR OMISSIONS (including NEGLIGENCE) ON THE PART OF THE RELEASEES;
- 3) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in this Trip;
- 4) I understand that it is my responsibility to learn as much as possible about the risks of this Trip and weigh those risks against the advantages, and to decide whether or not to participate;
- 5) I have read and understood the most current Travel Report for this location that has been issued by the Canadian Department of Foreign Affairs and International Trade;
- 6) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

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Traveler's Name & Signature

**\*All travelers should sign this form and submit the registration form to complete their reservation.**