

Waiver of Liability, Assumption of Risk, & Indemnity Agreement Program Waiver

Participant: (name)

Date of Birth

Philosophy in Greece LLC. Program Course Travel or Activity

Waiver and Release: I, the Participant am eighteen (18) years of age or older, and have voluntarily applied to participate in the Philosophy in Greece LLC. program. I acknowledge that the nature of the program may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I represent that I am physically able, with or without accommodation, to participate in the above-referenced program, I am able to physically participate by walking long distances in the daytime, climb stairs, avoid slipping on marble and all other surfaces, generally use good judgement, use the equipment and/or supplies associated with the program, and have obtained all required immunizations. In consideration of being permitted to participate in any way in the Program or other Program Activity sponsored in whole or in part by Philosophy in Greece LLC In consideration of my participation in the program, on behalf of myself, my family, heirs, and personal representative(s), I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above named Philosophy in Greece LLC., its owners, governing board, officers, employees, and representatives (collectively the "Releasees") from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the program, whether caused by negligence of the Releasees, or otherwise. I further agree to indemnify and hold harmless Philosophy in Greece LLC. and its owners, it's governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described program. Specifically described as "Philosophy in Greece LLC. Program", I, as Participant, for myself, my heirs, personal representative or assigns, do hereby **release, waiver, discharge, and covenant not to bring suit or legal or equitable action** against Philosophy in Greece LLC., it's owners, it's Trustees, officers, employees, and agents, successors and assigns (hereinafter Philosophy in Greece LLC.) from any and all obligations, liabilities, demands, claims, costs and expenses, including attorney's fees arising out of or in any way connected with the aforementioned program, said release to include but not be limited to events resulting in personal injury, accident, or illness, including death and property loss arising from participation in the program, including those claimed to result from the negligence of the aforementioned parties and which arise out of or are in any way connected with, but not limited to any of the following:

A. Any change in the published itinerary of the program, including the cancellation, abandonment or alteration of the program at any time, or inconveniences thereof of any type or nature.

B. Any and all claims of whatever nature for any injury, loss, damage, accident, delay, irregularity or expense arising from the use of any vehicle or other mode of transportation or services, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or from any act or omission of any steamship/ferry, airline, railroad, bus transportation, sightseeing, hotel or any other service or transporting company, firm, individual or agency, or for any other cause whatsoever in connection therewith.

C. Any intentional or unintentional injury, whether or not resulting in death, to the program participant or to any other person or persons caused in whole or part by the program participant or any other program participant (s), whether alone or together with or in association with others.

D. Any loss or intentional or unintentional injury or damage to property, whether personal, real or mixed, owned or in the custody or possession of the program participant or any other person caused in whole or in part by the program participant, whether alone or together with or in association with others.

E. Any fares or expenses paid or to be paid by the program participant or on behalf of the program participant pursuant to the itinerary for the program.

F. Any financial or other obligations or liabilities incurred by the program participant during the program.

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Assumption of Risks: Participation in the program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid same. I hereby acknowledge my awareness that my participation in this Program may expose me to the risk of personal bodily injury, death, and/or property damage, including injury that may prove fatal. I further understand that the risks that I may encounter include but are not limited to, pedestrian, airplane crashes, car accidents, van accidents, bus accidents, boat accidents, ferry accidents, other transportation-related accidents, drowning, bug bites, allergies known and unknown, animal bites, hazards in the ocean like sea urchins sharp rocks and stingrays, white-water rafting, biking accidents, snorkeling, hiking, and horseback riding accidents, slipping and falling, natural disaster, physical soreness from physical activity, heat exhaustion, heat stroke, political unrest, muggings, theft, street hustling, assaults, other illegal activity, international or terrorist incidents including bombings, and all other activities and dangers not listed here. I understand that this endeavor ("Program") involves risks in programming to, within, and/or returning from foreign countries, including, but not limited to, political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local medical and weather conditions. I have made my own investigation, have obtained materials from a variety of sources, and am willing to accept these risks. I understand that Philosophy in Greece LLC. does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, transportation carrier, host family, hotel, tour organizer/leader, or other provider of goods or services involved in the Program. I hereby release Philosophy in Greece LLC. from any injury, loss, damage, accident, delay, changes, cancellations, or expense arising out of any such matters.

Rules Associated with the Program: I agree to follow any and all rules, regulations, or other protocol, policy or procedure promulgated for this Program whether developed by Philosophy in Greece LLC. or other entity or individual(s) associated with the Program. I will comply with the Philosophy in Greece LLC. conduct regulations for program participants throughout the duration of my participation in the Program, as well as the standards of conduct of any host institution and each country's laws and regulations. I agree that Philosophy in Greece LLC. or a Program Director shall have the right to enforce appropriate standards

of behavior and that I may be dismissed from the Program at any time for failure to comply with such standards.

Media consent: I authorize Philosophy in Greece LLC. to use or show any photos and/or videos of the event which include me or my likeness on social media, the programs webpage, promotion materials and in any methods of delivery not mentioned here.

Recreational Activities: I understand that if I engage in recreational activities, sports, tours, programs, or any other activities during free time and outside of organized Philosophy in Greece LLC. Program that Philosophy in Greece LLC. or its agents or employees assume no responsibility for my safety or any liability for costs or difficulties that I may incur, and that I participate in these activities at my own risk. I understand that Philosophy in Greece LLC. is not responsible for any injury or loss I may suffer, when I am traveling or am otherwise separated or absent from any Philosophy in Greece LLC. sponsored activities. Philosophy in Greece LLC. does not condone or authorize anyone in the program to travel outside of the an area within one block of the hotel or location visited by the group, unless on one of the officially planned excursions. Any participant that chooses to travel on their own, does so at their own risk and against the advice of Philosophy in Greece LLC.

Separation from Group: I agree that in the event that I become separated from the group due to failure to meet the group at an assigned time, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, and I understand that I will bear all the costs involved in contacting and reaching the group.

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Health Risks: I understand and acknowledge that there are inherent health risks associated with international travel. I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended program. I recognize that Philosophy in Greece LLC. is not responsible for any of my medical or medication needs and I assume all risk and responsibility thereof. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems, which preclude or restrict my participation in this program. I am aware of all personal medical needs. I have arranged, through insurance or otherwise, to meet all needs for payment of medical costs while I participate in the program. I recognize that Philosophy in Greece LLC. is not obligated to attend to any of my medical needs, and I assume all risk and responsibility, thereof. If I require medical treatment in a foreign country or the United States, Philosophy in Greece LLC. is not responsible for the costs or quality of such treatment. Philosophy in Greece LLC. may, but is not obligated to, take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all related expenses and release Philosophy in Greece LLC. from any liability for any actions.

Representations Concerning Health: With full knowledge of the risks, I represent myself to be in good health and do not have any condition which will interfere with my ability to participate in the program or endanger my health or safety or the health or safety of other participants. I have valid and current insurance to cover any injury or damage I may cause or suffer while participating in the program or I otherwise agree to personally bear the costs of such injury or damage.

Medical Authorization: I, the undersigned, without establishing obligation, hereby give my permission and full authority to Philosophy in Greece LLC. and any of its officers, employees or agents to take whatever action they deem warranted under the circumstances and to act as my agent regarding my health and safety. This includes permission to render or have rendered medical treatment, including the giving of antibiotics or other medication, and to consent to any examinations, x-rays, anesthetic, medical or surgical diagnosis or treatment and hospital care if and when deemed necessary at the treating physician's reasonable discretion whether such treatment is rendered at the offices of such physicians or at a hospital. This authority will permit Philosophy in Greece LLC., its officers, employees or agents at their discretion to place me at my own expense, in the hospital at any point for medical services and treatment or, if no hospital is available or if the attending physician deems appropriate, to place me in the hands of a local physician for treatment. I acknowledge that this authorization is not given in advance of any specific diagnosis, treatment or hospital care. However it is given to provide authority and power on the part of the aforesaid agents to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his/her best judgment may deem advisable with respect to my personal health and safety. If I become ill or incapacitated, Philosophy in Greece LLC. or its aforementioned agents may take such actions as they consider necessary under the circumstances, including securing medical treatment and transporting me home at my own expense using commercial or private air transportation as may be indicated. I agree that I will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care; I agree to reimburse Philosophy in Greece LLC. for any such expenses incurred by me and paid by Philosophy in Greece LLC., and I further agree to hold harmless and indemnify Philosophy in Greece LLC. for any and all actions taken to provide necessary emergency medical care that occurs during the Program. The undersigned releases Philosophy in Greece LLC. and its aforesaid agents from all liability related to such decisions or actions as may be taken in connection therewith. I designated a person(s) in my emergency contact list, in the event of a medical emergency, I hereby authorize Philosophy in Greece LLC. to make such contact as deemed necessary with any or all emergency contacts that I listed in the application, and if one of those contacts cannot be reached, I authorize Philosophy in Greece LLC. to add an emergency contact based on the program participants verbal addition(s). I understand and agree that Releasees do not have medical personnel available at the location of any activity, program locations or the hotel. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which It is my express intent that this Release and hold harmless Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the abovenamed Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the program might arise out of or in connection with such authorized emergency medical treatment. Should I require emergency medical treatment as a result of accident or illness arising during the program, I consent to such treatment. I acknowledge that Philosophy in Greece LLC. does not provide health and accident insurance for participants in the Program and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify Philosophy in Greece LLC. in writing if I have medical conditions about which emergency medical personnel should be informed.

Cancellations and Changes: I understand that Philosophy in Greece LLC. reserves the right to make cancellations, changes or substitutions or abandonment in the Program itinerary, hotels, means of transportation and for other reasons at any time because of emergency, changed conditions or the Program Director's determination that such changes or substitutions are in the best interest of the

Program or its participants. I understand that Philosophy in Greece LLC. has the right to make changes, cancellations, or substitutions, in case of emergency, changed conditions, or in the interest of the Program. I also understand that Philosophy in Greece LLC. fees and program charges are based on current airfares, lodging rates, exchanges rates, and program costs, all of which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation other services; sickness; weather; strikes; or other unforeseen causes. If I become detached from the Program group; fail to meet a departure bus, airplane, or train; or become sick or injured, I will at my own expense seek out, contact, and rejoin the Program group at its next available destination. I understand that Philosophy in Greece LLC. is not responsible for the cost of replacing airline or other tickets if the carrier goes into bankruptcy or is otherwise unable to perform.

Removal from Program: I understand that if my participation in the Program is terminated by Philosophy in Greece LLC. or the Program Director, I will be sent home with no refund of fees. I understand that each foreign country has its own standards of conduct, including dress codes, manners, morals, politics, drug use, laws, regulations, policies, and other types of regulated behaviors. I recognize that conduct which violates these standards could harm Philosophy in Greece LLC. relations with those countries and the institutions therein, as well as jeopardize my own health and safety. I will become informed of and abide by all such standards for each country to or through which I will travel during the Program. I will comply with PHILOSOPHY IN GREECE LLC. rules, code of conduct, verbal rules, standards, and instructions for program participant's behavior. I waive and release all claims against PHILOSOPHY IN GREECE LLC. that arise at a time when I am not under the direct supervision of PHILOSOPHY IN GREECE LLC. or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions. I agree that PHILOSOPHY IN GREECE LLC. has the right to enforce the rules, code of conduct, verbal rules, standards, and instructions described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for any violations or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of PHILOSOPHY IN GREECE LLC., the Program, or other participants. I recognize that due to the circumstances of international travel, procedures and rules applicable to program participants must be followed at all times. If I am expelled, I consent to being sent home at my own expense with no refund of fees. I will attend to any legal problems I encounter with any foreign nationals or government. PHILOSOPHY IN GREECE LLC. is not responsible for providing any assistance under such circumstances. If I am sent home before completion of the Program, I agree that I will be responsible for any and all costs and expenses associated with my return home. I also understand that if I leave the Program voluntarily for any reason, including illness, I will be responsible for any and all costs and expenses associated with my return home and that there will be no refund of any fees.

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Indemnification and Hold Harmless: I agree to **INDEMNIFY** and **HOLD** Philosophy in Greece LLC. and its owners, its Trustees, officers, employees and agents **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in my

involvement in the Program, including transportation, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas and the United States and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this **waiver of liability, assumption of risk, and indemnity agreement**, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue. Assumption of Risk and Release of Claims:** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities related to my participation in the Program. To the extent permitted by law, I release and indemnify Philosophy in Greece LLC. and it's Owners, its officers, employees, and agents from and against any present or future claim, loss, or liability for injury to person or property that I may suffer or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted). I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** as relates to the Program to the greatest extent allowed by law. In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that Philosophy in Greece LLC. does not require me to participate in this program or any activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age, and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Program . **I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED PROGRAM AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

Signature

Date