

## Liability Release and Assumption of Risks



### Please Read Carefully: This is a Legally Enforceable Contract

I, the undersigned, voluntarily apply to participate on a trip arranged by Belle Vue Tours, LLC (“Belle Vue Tours LLC” “we,” “our,” or “us”) with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers. I understand that I am booking an adventure holiday and standards such as accommodations, transport, medical service and other factors will not be maintained or operated to standards common in the United States, or on a conventional holiday.

**Release of Liability and Assumption of All Risk:** I am aware that Belle Vue Tours, LLC is a U.S. based adventure travel company that organizes, promotes, and sells tour programs consisting of certain travel services that are purchased or reserved from various suppliers on my behalf. In doing so, Belle Vue Tours, LLC acts only as an intermediary for the various independent suppliers that provide accommodations, meals, transportation, sightseeing, activities and other goods and services connected with all tours (“Supplier” or “Suppliers”). I acknowledge that I am aware of and clearly understand that these suppliers are independent contractors, are not managed by Belle Vue Tours, LLC and are not agents or employees of Belle Vue Tours, LLC. I acknowledge that Belle Vue Tours, LLC assume no responsibility for and cannot be held liable for any negligent act, willful act, or failure to act for any Supplier, or of any other person or entity. I am aware that Belle Vue Tours, LLC is also not responsible for the financial default of any Supplier.

I acknowledge that I have voluntarily applied to participate in the tour on which I am booked (or a tour to which I may subsequently transfer), which will involve outdoor and adventure activities (“Adventure Activities”) and traveling in foreign countries and/or remote areas. I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; dangers and risks inherent in Adventure Activities; emotional trauma; disfigurement; temporary or permanent disability (including paralysis); death; consumption of alcoholic beverages; risks associated with food or impure water; criminal activity; equipment failures; negligent or willful acts and/or omissions by others; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; acts of God; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, urban unrest and war; forces of nature; dangers associated with wild or other animals; breakdown or faulty maintenance of equipment; insufficient instruction or assistance; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; stolen, lost, or misplaced luggage or property; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Belle Vue Tours, LLC. I understand that Belle Vue Tours, LLC will have no liability regarding the adequacy of any evacuation plan, medical care, transportation, equipment or supplies that may be provided.

Further, I assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747. For medical information, refer to the U.S. Centers for Disease Control (CDC), 404-639-3311, or the responsible government agency in your country.

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Belle Vue Tours, LLC, **I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ALL MINORS TRAVELING WITH ME AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.**

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Belle Vue Tours, LLC, **I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER Belle Vue Tours, LLC**, its owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by Belle Vue Tours, LLC.

**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, successors, assigns, and legal representatives; it being my intention to fully assume all risks associated with this trip and to release Belle Vue Tours, LLC from any and all liability to the maximum extent permitted by law.

I hereby agree not to sue Belle Vue Tours, LLC, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns for any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by Belle Vue Tours, LLC.

I agree that to the extent consistent with applicable law, the maximum amount of recovery to which I may be permitted to recover from Belle Vue Tours, LLC, shall not exceed the amount of the paid tour cost less actual expenses incurred by Belle Vue Tours, LLC, in arranging for my travel services. To the maximum extent permitted under applicable law, Belle Vue Tours, LLC, shall not be liable for any special, consequential, indirect, incidental or other damages, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Belle Vue Tours, LLC has been advised of the possibility of such damages. I expressly waive any right I may have to recover such damages. If I, or any of my heirs, or anyone acting on their own in my behalf should bring such suit, I shall pay all attorney fees, related court fees and defense costs should I not prevail. This paragraph shall not apply to Belle Vue Tours, LLC's gross negligence or intentional misconduct.

**Binding Arbitration:** I agree that any dispute concerning, relating, or referring to this agreement, Belle Vue Tours, LLC's travel services, Belle Vue Tours, LLC's tour brochures and catalogues, or any other materials that concern my tour, or the tour itself, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Uniondale, New York, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) New York law. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

**Knowing and Voluntary Execution: I have carefully read and understand the provisions and legal consequences of this agreement and Belle Vue Tours, LLC's Terms and Conditions, Cancellation and Refund Policies, and I hereby agree to all of the terms and conditions contained in all agreements.** I also understand that Belle Vue Tours highly recommends the purchase of travel insurance and that the cancellation terms and penalties cannot be waived for any reason. If I decline to purchase travel insurance, I understand that I am assuming all financial cost.

I agree that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of New York and if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I acknowledge that in calculating the cost of the tour, Belle Vue Tours, LLC has relied on my consent to these terms and their enforceability. In the absence of this agreement, the tour cost would have been higher or, alternatively, Belle Vue Tours, LLC would be unable to offer these services.

Parents and/or Legal Guardians must consent for participants under the age of 18.

**Photo Release:** I understand and agree that my/my minor's picture and video can be taken by a representative of Belle Vue Tours LLC and any authorized third party hired by Belle Vue Tours LLC while participating in activities on tour with Belle Vue Tours LLC. I hereby authorize that Belle Vue Tours LLC, and any other third party entity authorize by Belle Vue Tours LLC may copyright in its own name, use, reproduce, and/or publish photographs and/or videos that may pertain to me/my minor, individually or in a group, including my/my minor's image, likeness and/or voice by Belle Vue Tours LLC guides, other travelers, third party authorized photographers/videographers, in any medium, including but not limited to print, electronic media, or Internet, without compensation and without my/my minor's right to inspection, for promotion, sponsorship and publicity purposes worldwide related to Belle Vue Tours LLC travel products and services. I also understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors, including those of authorized third parties, to be use only in relations to Belle Vue Tours, LLC.

If I do not agree to have my images, photos or videos use by Belle Vue Tours, LLC and any authorize third party entity authorize by Belle Vue Tours, I will notify Belle Vue Tours LLC, in writing no later than the start date of the tour.

I understand this is a legally binding and enforceable contract and agree to it of my own free will.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by Belle Vue Tours or its Staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this walking tour or event and Wavier and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors.

I have read and agree to the Terms & Conditions, Liability Release and Cancellation Policies. I also understand that Belle Vue Tours highly recommends the purchase of travel insurance and that the cancellation terms and penalties cannot be waived for any reason. If I decline to purchase travel insurance, I understand that I am assuming all financial cost. Deposits and/or payments certify that I have fully read, understand, and agree to the Terms and Conditions of this Liability Release and Assumption of Risk contract. Belle Vue Tours reserves the right to withdraw any parts of the tour and make any necessary changes. Due to the nature of the tour, only one (1) bag (max 50 lbs) is allowed.

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Print Name of Traveler

Signature of Traveler

Date