



INSURANCE WAIVER/ PARTICIPANT RELEASE AND WAIVER OF LIABILITY
FORM

(Please Read Carefully: This is a Legally Enforceable Contract)

Name: _____

Address: _____

Tour: _____

Date of Travel: _____

DECLARATION OF WAIVER

I understand that I have been encouraged, advised, and prompted by Belle Vue Tours, LLC to purchase Travel Insurance ahead of my upcoming trip arranged by Belle Vue Tours, LLC. I am electing not to enroll myself, or dependents in any traveling insurance for my upcoming trip. I decline to purchase any of the following insurance plans that have been suggested and explained to me, including but not limited to:

- Emergency Medical
- Cancellation & Interruption
- Flight Accident
- Baggage & Personal Effects

Under any circumstances, I shall not hold Belle Vue Tours, LLC or any of its representatives/owners liable for any expenses incurred which may relate to this waiver as a result of my refusal to purchase travel insurance at the time of initial deposit and for the full amount and duration of the trip.

I hereby release, remise, and discharge from any claims and liabilities whatsoever without limitations that I might have against Belle Vue Tours, LLC and its representatives/owners due to any circumstances which may occur and is extended by a travel insurance policy.

Again, I choose to decline purchasing travel insurance. I, the undersigned, will not hold Belle Vue Tours, LLC and its representatives/owners responsible for any expenses incurred as a result of my refusal to purchase travel insurance. I declare this waiver on behalf of myself, my heirs, executors, assigns, and administrators. By signing this waiver, I fully agree that Belle Vue Tours, LLC has taken all reasonably practicable action to recommend travel insurance as well as protect my health and safety. I also fully agree that being as I am not insured, I accept fully responsibility for any expenses incurred.

Enforceability

The invalidity or unenforceability of any provision of this Agreement whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision as the case may be, and such invalid or unenforceable provision shall be deemed not be a part of this agreement.

Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using a New York Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any New York statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by New York law.

Printed Name of Traveler

Signature of Traveler

Date