



LIABILITY WAIVER AND RELEASE

The individual named below (referred to as “I”, “me” or “you”) desires to participate in a small group tour or a private guided tour (the “Tour”) offered by **Travels with Audrey, LLC** (referred to as “**Tour Operator**” below). Tour Operator offers small group and private guided tours to various countries in Europe. In consideration of being permitted by Tour Operator to engage in a Tour, and in recognition of the Tour Operator’s reliance hereon, I agree to all the terms and conditions set forth in this Liability Waiver and Release (“**Release**”). You are waiving important rights, including the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any breach of contract, tort, personal injuries, any accident or incident of any type, or death, arising out of or related to participation in any activities with Tour Operator, whether the participation is supervised or unsupervised, regardless of where such activity is conducted.

If any aspect of this Release is unclear to you, please consult with your attorney prior to signing. If you disagree with any aspect of this Release do not participate in the Tour with Tour Operator. By signing this Release, you agree you fully understand and agree to this Release and that you and others on your behalf or by or through you are bound by the terms of this Release. You hereby certify the following:

1. I understand and am aware that the Tour is a potentially dangerous activity and involves the risk of serious injury, disability, death and/or property damage. I am also aware of the highly contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19) and any other dangerous disease that is now known or becomes known in the future (collectively, the “**Disease**”) and the risk that I may be exposed to or contract the Disease by engaging in the Tour, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Tour Operator’s agents, employees or others, including negligent emergency response or rescue operations of the Tour Operator. I understand that while the Tour Operator has implemented measures to reduce the risk of injury from the Tour and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Tour and that engaging in the Tour may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE TOUR WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE TOUR, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE TOUR OPERATOR OR OTHERWISE.

2. I understand that Tour Operator does not provide many of the services or supply any equipment for the Tour. I further understand that Tour Operator does not control any of the other persons or entities who provide the services for any part of the Tour or who may be involved in the Tour (including other participants), including the means of transportation, guide services, the activities I will engage in, the individuals I will engage with, and the food and lodging I will obtain on the Tour. Tour Operator is in no way responsible for any of the activities in which I will participate on any part of the Tour. The person or entity in charge of each activity on the Tour has the discretion to change anything related to the activity to protect my safety or the safety of the group, including refusing me service.

3. I, on behalf of myself, my spouse, parents, children, siblings, next-of-kin, heirs and representatives, hereby expressly waive and release any and all claims, now known or hereafter known, against the Tour Operator, and its employees, owners, officers, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Tour, whether arising out of the ordinary negligence of the Tour Operator or any Releasees, any other participant of the Tour or otherwise. I covenant not to make or bring any such claim against the Tour Operator or any other Releasee, and forever release and discharge the Tour Operator and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Colorado law does not permit to be released by agreement.

4. I agree if I or anyone on my behalf or my spouse, parents, children, siblings, next-of-kin, heirs or representatives files a lawsuit or otherwise makes a claim or demand against any Releasee, I will indemnify the Releasee and pay all damages, judgments or amounts, expenses (including attorneys' and expert witness fees) incurred by Releasee related to such lawsuit or claim.

5. I confirm that I am voluntarily participating in the Tour. I understand the physical requirements of participating in the Tour, and I confirm that I am (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Tour; and (b) not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Tour and the Disease while participating in the Tour, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Tour Operator at all times during the Tour. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Tour, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Tour and will notify Tour Operator immediately.

6. I understand that the Tour involves a large amount of walking and standing (either of which might be strenuous), being in crowds, and may include various modes of transportation and that all of the above involve certain inherent risks and dangers which no amount of preplanning may eliminate. During the Tour, I may encounter the following risks, as well as other not specified here: trip or fall; collisions or encounters with other persons or vehicles; being jostled; bounced or otherwise shaken; subject to very close contact with others; and being identified as a tourist. The land over which I will travel may be rough, narrow, uneven and unpredictable and, in some instances, I may be required to walk for a significant distance or stand for a significant period of time. I further acknowledge that delay, inconvenience, forces of nature; climate; crime; civil or political unrest; acts of terrorism; and personal injury or illness are risks that exist in international travel. I acknowledge that no one from Tour Operator or its contractors can control the weather, any of the services or products which I may obtain on the Tour or my personal safety, and that the duration and enjoyment of the Tour may be negatively impacted. All of these risks, and others not specifically listed above, may result in damage to property, injury or even death. I have asked any questions I have related to the Tour, all of which have been answered by the Tour Operator or contractor providing the service. **I agree I will follow all instructions given to me, use caution at all times, remain aware of possible dangers and will immediately advise Tour Operator or the contractor for that part of the Tour of anything I believe is unsafe. I assume full responsibility for my safety and assume all risks of participating in the Tour.**

7. I understand and acknowledge that emergency medical treatment, hospitalization and/or evacuation may be desired, but may be limited in the geographic areas in which I will be traveling. I hereby authorize Tour Operator to arrange medical treatment or hospitalization for me at my expense without my further consent, and authorize Tour Operator to disclose my health or medical information in furtherance of any such medical treatment or hospitalization and receive updates on my condition and progress. I acknowledge that I may not receive the same standard of medical care as I would receive in the United States. **I release Tour Operator from any obligation to provide emergency medical care and any injuries or damages resulting from emergency medical treatment.**

8. I agree I will defend, indemnify, and hold harmless Tour Operator and its managers, owners, officers, directors, agents, employees, and independent contractors from and against any claim, demand, loss (including reasonable attorney's fees) injuries or other causes of action arising out of or resulting from any claim of a third party related to my participation in the Tour, including any claim related to my own negligence or the ordinary negligence of the Tour Operator.

9. If I am participating in a small group tour, I understand that I will be participating with other third-parties that I have not met prior to the date of the Tour. I understand that the Tour Operator has not vetted or performed a background check on any Tour participant. I assume the risk of touring with unknown persons. I release Tour Operator for any and all claims due to any actions or inactions taken by any other small group tour participants.

10. If any provision of this document is found to be invalid or unenforceable, I agree the provision shall be modified to make it valid and enforceable to the maximum extent permitted by law. If such modification is not possible, the provision shall be deleted but the remaining provisions of this document shall remain enforceable. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of Colorado, USA, without regard to any state's or country's conflicts of laws principles. Any action brought arising out of or related to this Agreement must be brought only in the state or federal courts located in or having jurisdiction over Douglas County, Colorado. I hereby waive any objection to the above courts exercising personal jurisdiction over me and waive any right to a defense that Colorado is an inconvenient forum.

11. With respect to any minor child listed below, I warrant that I am the parent or guardian of the minor child and that I have the authority to decide that my child will participate in the Tour and to bind my child to the terms of this Release. By signing this Release, I consent to my child participating in the Tour and acknowledge that my signature binds both myself and my child.

I HAVE CAREFULLY READ THIS LIABILITY WAIVER AND RELEASE, UNDERSTAND ITS CONTENTS, AGREE TO ITS TERMS, AND SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name of Guest: _____ Age: ____
Address: _____
Telephone Number: _____ Date: _____

Signature of Guest: _____

If the Guest is a minor:
Name of Parent/Guardian: _____
Address of Parent/Guardian: _____
Telephone Number: _____ Date: _____

Signature of Parent/Guardian: _____

Print Name of Guest: _____ Age: ____
Address: _____
Telephone Number: _____ Date: _____

Signature of Guest: _____

If the Guest is a minor:
Name of Parent/Guardian: _____
Address of Parent/Guardian: _____
Telephone Number: _____ Date: _____

Signature of Parent/Guardian: _____