

In consideration for permission to participate in TourUmbria and ItalyInsight tours, each person signing below or on the reverse hereby stipulates and agrees:

### **1. ASSUMPTION OF RISK**

I represent that I am physically sound and have **medical** approval to participate in the tours offered by TourUmbria and ItalyInsight (also referred to a Releasee). I have recently sought and received a **medical** examination that determined that it is safe for me to participate in said tours. If I violate this requirement, I shall assume the risk of my **medical** condition not being adequate to participate in the Activities. I shall promptly notify, in writing, the staff of TourUmbria and ItalyInsight of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities. I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death, that may be associated with, or result from, my participation on the tours.

### **2. RELEASE FROM LIABILITY**

I agree, for myself and my heirs, to fully and forever discharge and **release** TourUmbria and ItalyInsight from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses and any and all damage claims whatsoever, whether caused by their negligence or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in the Activities on the tours. I agree that this Liability **Release** and **Waiver Agreement** shall include any and all activities in which I choose to participate while on the tours.

### **3. COVENANT NOT TO SUE**

I agree, for myself and all my heirs, not to sue or to initiate to assist the prosecution of any claim for damages or case of action which I or my heirs may have by reason of personal injury or death to participation or destruction to participants property arising from activities with TourUmbria and ItalyInsight.

### **4. INDEMNITY AGREEMENT**

I agree, for myself and my heirs, to indemnify and hold harmless TourUmbria and ItalyInsight from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participant or by TourUmbria and ItalyInsight from activities contemplated by this **agreement**.

I give permission to Releasees to obtain on my behalf any emergency **medical** treatment. In case of sickness, accident or injury, Releasees have my express

permission to secure, at my expense, such **medical** treatment as is deemed necessary.

**5. CONTINUATION OF OBLIGATIONS**

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, **RELEASE** FROM LIABILITY, COVENANT NOT TO SUE & INDEMNITY **AGREEMENT** shall continue in full force and effect now and at all future times when participant is involved in the TourUmbria and ItalyInsight Activities. In the event of any dispute or controversy arising with respect to this **Release** and Liability **Agreement**, its interpretation, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association (“AAA”) commercial arbitration AAA rules then in effect.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS **AGREEMENT**. I HEREBY EXPRESSLY **WAIVE** THE PROVISIONS OF CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

**CERTAIN CLAIMS NOT AFFECTED BY GENERAL **RELEASE**. A GENERAL **RELEASE** DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE **RELEASE**, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

I HEREBY UNDERSTAND AND AGREE that all rights under Section 1542 of the Civil Code are expressly waived and that this **Release** applies to all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which she/he may have against another party or parties herein released.

I hereby declare that I am over the age of 18, unless my guardian has signed below or on the reverse.

\_\_\_\_\_  
Signature of Participant / Printed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guardian if under 18 / Printed Name of Guardian

\_\_\_\_\_  
Date

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email Address:

\_\_\_\_\_  
Address:

**REQUIRED**

**emergency contact and phone**

/(\_\_\_\_\_) \_\_\_\_\_