

**NAME PARTICIPANT:** \_\_\_\_\_

**TEAM NAME:** \_\_\_\_\_

## **INDIVIDUAL PARTICIPANT WAIVER AND RELEASE AGREEMENT**

**THIS IS A THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT** (the "Agreement"). Please read it carefully before signing.

**GENERAL PARTICIPATION AGREEMENT:** You acknowledge that you have read the General Participation Agreement and Conditions of Premier International Tours (PIT), which PIT supplied to the group leader and is on your team website page, and understand and agree to its terms and conditions. Below is a summary of the cancellation policy/fees. More details can be found in the General Participation Agreement document:

1. between booking and 20 weeks prior to departure: \$200.00 per person. (non-refundable.
2. between 20 weeks and 16 weeks prior to departure: \$350.00 per person.
3. between 16 weeks and 4 weeks prior to departure: 40% of the participant's price per person plus added cancellation costs for the different suppliers.
4. between 4 weeks and 1 week prior to departure: 60% of the participant's price per person plus added cancellation costs for the different suppliers.
5. within one week of departure: 100% of the participant's price per person.

YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE: \_\_\_\_\_

**INHERENT RISKS OF TRAVEL:** You understand that travel (regardless of the mode of transportation) and your involvement in sporting and other activities that may be planned on this tour contain inherent risks of injury, illness, emotional trauma or even death, which may be caused by negligence, natural occurrences, or other known or unknown causes. You hereby acknowledge that such risks may be present at any time before, during and after the tour that you are participating in with L&J Group Inc., DBA Premier International Tours, (hereinafter referred to as "PIT"). You are also aware that medical services may not be readily available or accessible during certain times of travel, and that evacuation, if necessary, may be unduly delayed, complicated and expensive. In all cases, tour participants are responsible for comprehending all conditions stated and implied in the trip itinerary and selecting a tour that is appropriate to their interests and abilities; for preparing for the tour by carefully reviewing the itinerary and any other tour advisories or literature provided by PIT; for bringing clothing and equipment suitable or appropriate for the tour environment and for following normal standards of personal safety, as may be advised by the tour leader or local guides in order to alleviate the dangers of disease or injury that tour participants may be exposed to. YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE: \_\_\_\_\_

**RELEASE FROM LIABILITY:** To the fullest extent permitted by law, You waive any right or cause of action of any kind whatsoever against, and release PIT, and its officers, directors, employees, agents, independent contractors and international affiliates (including but not limited to Euro-Sporting, Esselle Sports Tours, Sports Management Creations, Klefer, T&T Sport Tours, IberCup USA and Europe) ("Released Parties") from claims or liability arising from your participation in the tour, excepting only liability that directly arises from the gross negligence or willful misconduct of PIT. This waiver and release shall apply to any claim of injury to person or property, including but not limited to any personal injury, sickness, death, dismemberment, loss or destruction of personal property, inconvenience or delay or disruption of services, suffered in preparation for, arrival at, during, or in departure from the trip. You fully expect and agree that this waiver and release is also binding upon your heirs, personal representatives, executors, successors, and assigns. YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE: \_\_\_\_\_

**NAME PARTICIPANT:** \_\_\_\_\_

**TEAM NAME:** \_\_\_\_\_

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**THIRD PARTY SUPPLIERS:** You acknowledge and agree PIT is merely acting as an agent of the travel service providers selected for this tour. You further agree that PIT, to the fullest extent permitted by law, is not liable for any claims, damages or other financial loss whether to person or property resulting from any act or omission of an international sports affiliate, transportation company, restaurant, or other company or person providing services included in the tour. **YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE:** \_\_\_\_\_

**COUNTRY CONDITIONS:** PIT has no special knowledge regarding the financial condition of travel service providers selected for your tour, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers during overseas travel, PIT recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov). We also encourage you to register with the State Department's Smart Traveler Enrollment Program (STEP) to receive alerts and warnings that may issue in the future regarding your travel destinations. STEP enrollment enables the embassy better assist you in case a personal emergency arises during your overseas travel. For medical information, PIT recommends contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel). Each participant assumes full and complete responsibility checking conditions related to health, safety, security, political stability, and labor or civil unrest at the destinations they travel to. You, hereby, release the Released Parties from all claims arising out of any problem covered in this paragraph. **YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE:** \_\_\_\_\_

**HEALTH AND TRAVEL INSURANCE:** Each participant is encouraged to have a physical checkup and have his or her own health insurance policy as well as travel insurance. PIT is not responsible for physical injuries or illnesses sustained while participating on the tour. Since certain aspects of the tour can be physically exerting and demanding, all persons who suffer from any physical impairment, which could hinder them from normal participation, must disclose such impairments or physical limitations in writing. By signing this agreement, you hereby grant permission for emergency first aid to be administered if deemed necessary. If an emergency or health crisis should occur during the tour, PIT, through its contracted agent or tour guide, shall attempt to obtain medical assistance, if it is available; however, the cost of such medical assistance shall be the responsibility of the participant.

Anything to the contrary notwithstanding, you agree to hold the Released Parties harmless for your failure to obtain insurance coverage and for any cost or claims, which could have been covered by health insurance if it had been obtained. To the extent permitted by law and excepting only liability that directly arises from the gross negligence or willful misconduct of PIT, You agree to indemnify and hold PIT harmless if any claim is brought resulting from or related to medical care or assistance provided to me or not provided to me. **YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE:** \_\_\_\_\_

**INDEMNIFICATION:** You also agree to indemnify, defend and hold harmless each Released Party from any claim, action, suit, and demand initiated by any third party which arises from or is related to your own negligent actions or conduct during the tour. **YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE:** \_\_\_\_\_

**NAME PARTICIPANT:** \_\_\_\_\_

**TEAM NAME:** \_\_\_\_\_

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**COOPERATION:** If you are a participant in a group sports tour, you recognize that the organized sports and group activities require compromise to accommodate the personal desires, capabilities and objectives of other tour participants. You agree to act at all times in an appropriate social manner with the other tour participants and to act in a considerate and respectful manner in accordance with the customs of the countries visited.

**SUPPLIER CONTRACTS:** You acknowledge that PIT uses other travel service providers which have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms. By signing below, you, hereby, consent to those terms and conditions.

**CHANGES IN TOUR PRICES:** You acknowledge and understand that all tour prices and fares have been quoted to me, in good faith, in U.S. dollars. Such quotes are subject to change either before or after purchase due to exchange market fluctuations, additional taxes or fees imposed by a government or travel service provider, the risks of which you assume.

**USE OF IMAGES:** You grant the Released Parties the right to take photographs of you and your property in connection with your participation in a sports tour. You authorize the Released Parties the right to copyright, use and publish the same in print and/or electronically. You agree that the Released Parties may use such photographs of you with or without your name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

**GOVERNING LAW:** The laws of the State of Colorado govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. You agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of Colorado located in the City of Aurora. In the event any action or proceeding is initiated by me in a court outside of Aurora, Colorado, You agree to pay PIT's costs and reasonable attorney fees associated with defending such action or proceeding. The parties agree that in the event that any action or proceeding is initiated by either party in the City of Aurora, Colorado, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

**SEVERABILITY:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall survive and remain in full force and effect. Notwithstanding, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

To the best of your knowledge all information provided to PIT is truthful and you are not intentionally withholding information which might impact your individual safety or the safety of the group.

Name of our team \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**NAME PARTICIPANT:** \_\_\_\_\_

**TEAM NAME:** \_\_\_\_\_

## **INDIVIDUAL PARTICIPANT WAIVER AND RELEASE AGREEMENT**

**PARENTAL APPROVAL:** As a parent or guardian of the above applicant, you acknowledge your approval of the agreement. You further agree that if this agreement is found, for any reason, to be unenforceable with regard to the above applicant, that You will personally indemnify and hold harmless the Released Parties for any liability imposed upon the Released Parties with respect to the applicant and/or against any claim brought or which may be brought by the above-named applicant against the Released Parties.

Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian\*: \_\_\_\_\_ Date \_\_\_\_\_

\*A parent or guardian of a minor child participating on a sports tour must sign this Agreement on behalf of such individual.