



## RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

### PLEASE READ CAREFULLY. THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

**Assumption of Risks:** I voluntarily apply to participate on the above named trip under the arrangements of A & S Journeys, with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance which are not maintained or operated to standards common in the United States; high altitude; forces of nature; civil unrest; terrorism; accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages. I understand that A & S Journeys will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I agree to be responsible for my own welfare, and the welfare of my minor dependents traveling with me, and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma and death.

**Covid 19:** I expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this tour will take place. I acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). I also understand that if I am older or have underlying conditions, I may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. I acknowledge that, A & S Journeys, its agents, owners, officers, employees, and suppliers, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "A&S Journeys"), has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the tour, but that exposure to such viruses or disease is an inherent risk of participating in the tour, one that cannot be eliminated by A & S Journeys.

By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for myself and any minors traveling with me, that I or they may be exposed to or infected by COVID-19 by participating in the tour and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while on the tour, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Company employees, agents, suppliers, and other participants in the tour. I understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. I agree that having considered these risks, I, for myself and any minors traveling with me, desire to participate in the tour and I freely and voluntarily assume complete personal responsibility for the risk of exposure, illness and death due to COVID-19, for myself and any minors traveling with me, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

**Responsibility:** I understand the responsibility of A & S Journeys, is strictly limited. As a U.S.-based tour & travel company, A & S Journeys organizes, promotes, and sells tour programs consisting of certain travel services, including but not limited to surface transportation, excursions, and accommodations which A & S Journeys, purchases or reserves from various suppliers in my behalf. I am aware, and I clearly understand, that the suppliers providing travel services for tour programs sold by A & S Journeys are independent contractors and are not agents or employees of A & S Journeys nor does Journeys act as an agent for any supplier of travel services. Therefore, I understand that A & S Journeys is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers, and/or air carriers. Some suppliers may require additional signatures on their own release.

**Release of Liability:** By utilizing the travel services of these independent suppliers, I hereby release and discharge A & S Journeys its owners, employees, agents and representatives from and against any and all liability, actions, causes of actions, suits, debts, demands that I may have for any injury, costs, property damage, personal loss, losses due to COVID 19, or death to me, or those traveling with me, in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond the control of A & S Journeys including but not limited to, acts of terrorism, war, human error, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of (or changes in) itinerary or schedules. I understand that any legal claims which have, or may arise out of, or in connection with, travel services arranged through A & S Journeys must be taken up directly with the actual provider of services whose names and addresses will be provided to me. This waiver specifically includes giving up any right I may have to sue A & S Journeys for negligence for services rendered by the actual providers of services.

This release of liability and assumption of all risk shall be legally binding upon myself, all minors under the age of 18 traveling with me, my family, heirs, administrators, executors, legal representatives and assigns. I understand that all applications are subject to acceptance by A & S Journeys and accept that this contract was entered into and performed at the city of Grand Rapids in the State of Michigan. In the unlikely event of any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, I agree the following conditions will apply: 1) Any dispute shall be governed in all respects by the laws of the State of Michigan. 2) that any legal action shall be brought before the appropriate court in Grand Rapids in the State of Michigan and 3) that the maximum amount of recovery to which I will be entitled from A & S Journeys under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging my travel. If I, or any of my heirs, or anyone acting on their own in my behalf, should bring such suit, I/they shall pay all attorney fees, related court fees and defense costs should I/they not prevail. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

**Knowing and Voluntary Execution:** My signature below certifies that I have carefully read and fully understand the contents of this agreement including the *Terms and Conditions*, especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to A & S Travel Inc who are doing business under the name of A & S Journeys, the depositor, his or her family and heirs agree to be bound by the above *Terms and Conditions*.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Important Information:

We have every intention to provide you the services you have selected on your vacation at the price effective at the time of booking. However, due to circumstances beyond our control, prices may be subject to change. Reservations are accepted with your clear understanding of our responsibilities & conditions as provided on our website <http://ansjourneys.com> by signing this form you agree to our terms and conditions.

Please mail or fax this form to:

**A&S Journeys**

4121 Embassy Dr SE

Tel: 1-630-889-8275/Fax: 1-630-889-8278

A & S TRAVELS INC IS DOING BUSINESS UNDER THE NAME OF A & S JOURNEYS