

Waiver

Traceless Tours

Waiver and Release, Consent to Medical Attention and Grants to Rights

By virtue of purchasing tickets for and/or participating in any of the tours (the "Tour(s)") offered by **Traceless Tours** (the "Company"), and in consideration for my being allowed to participate in the Tour(s), the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights ("Waiver") with the knowledge that the Company will rely on same:

Voluntary Participation. I understand and confirm that my participation in the Tour(s) is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Tour(s).

Comprehension of Risk. I fully comprehend and accept all of the risks associated with my participation in the Tour(s) including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Tour(s) take place in public venues under conditions largely beyond Company's control.

Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Tour(s). I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Tour(s).

Release of Liability; Limitation of Damages. I hereby forever and unconditionally release Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Tour(s), including, without limitation, any and all Claims resulting from the negligence of the Released Entities. Company's liability to me will be limited to actual damages arising from Released Entities' gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Tour(s) be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Tour(s) is cumulative and not per incident. In no event shall Company be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if Company has been informed of the possibility thereof.

Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Tour(s).

Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of Company, its successors and assigns.

Consent to Medical Treatment. I authorize Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services at my expense. I understand that it is my responsibility to pre-arrange medical insurance coverage for the country(ies) in which we are traveling. This consent does not impose a duty upon Company to provide such assistance, transportation, or services.

Severability. If any provision of this Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

Governing Law and Venue. This Waiver shall be governed in all respects by the laws of the State of North Carolina without regard to conflict of law principles. Venue shall be in Buncombe county, North Carolina.

Promotional Release. I hereby grant to Company the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Tour(s), in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). Company has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, social media or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to Company an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE TOUR(S), I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY.

PARTICIPATION IN THE TOUR(S) BY A PERSON WHO IS NOT YET 18 YEARS OLD INDICATES THAT A PARENT OR LEGAL GUARDIAN HAS ALSO READ AND CONSENTED TO THIS WAIVER.

Tour Participant(s):

Printed Name _____

Signature _____ Date _____

Printed Name _____

Signature _____ Date _____