

Liability Waiver for KAR Tours Travel LLC

Group Travel Liability Waiver and Release of Claims

Participant Full Name: _____

Trip/Program Name: _____

Dates of Travel: _____

This Liability Waiver and Release of Claims ("Agreement") is entered into by and between the undersigned Participant ("Participant") and **KAR Tours Travel LLC**, its employees, officers, agents, contractors, affiliates, successors, and assigns (collectively, "Company").

1. Assumption of Risk

I understand that participating in a group travel program organized by the Company involves inherent risks, including but not limited to:

- Transportation accidents
- Illness, including COVID-19 and other communicable diseases
- Physical injury or death
- Loss, theft, or damage to personal property
- Natural disasters, civil unrest, terrorism, or government actions

I voluntarily accept and assume all such risks.

2. Release and Waiver of Liability

To the fullest extent permitted by law, I hereby release, waive, discharge, and hold harmless the Company from any and all claims, liabilities, demands, or causes of action that I may have now or in the future for any loss, injury, illness, or damage arising out of or related to my participation in the travel program, including any negligence or fault of the Company.

3. Indemnification. I agree to indemnify and hold harmless the Company from any claims arising from my acts or omissions.

4. Medical Authorization

I authorize the Company to secure emergency medical treatment for me if deemed necessary. I agree to be responsible for any associated medical costs and waive any claims against the Company arising from such treatment.

5. Travel Insurance

I understand that the Company strongly recommends purchasing travel insurance, including coverage for trip cancellation, medical emergencies, and personal property. I acknowledge that it is my responsibility to obtain such insurance.

6. Compliance with Rules

I agree to comply with all rules, safety instructions, and applicable laws during the travel program. The Company reserves the right to dismiss any participant whose behavior is disruptive or poses a threat to others, without refund. **(This includes possessing or using alcohol or drugs on tour buses, lewd conduct, and obscene language as KAR Tours Trips are designed to be family friendly)**

7. Photography and Media Release

I grant the Company the right to use any photographs, videos, or recordings taken of me during the travel program for promotional purposes, without compensation.

8. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Minnesota. Any legal action shall be brought exclusively in the courts of Clay County or the State of Minnesota.

9. Severability

If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

10. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior understandings, whether written or oral.

11. Emergency Contact. In the event of an emergency, the Company is authorized to contact the individual listed below. I acknowledge that the disclosure is made solely for safety purposes.

Emergency Contact Name:

Phone Number:

Alternative Contact Information (email, other phone number etc.):

I HAVE READ THIS LIABILITY WAIVER AND RELEASE OF CLAIMS. I FULLY UNDERSTAND ITS TERMS AND SIGN IT FREELY AND VOLUNTARILY.

Participant Signature: _____

Date: _____

Parent/Guardian Signature (if under 18): _____

Date: _____