

Liability Release

Please Read Carefully: This is a Legally Enforceable Contract



I _____ and I, _____
Traveler One Traveler Two

voluntarily apply to participate on a trip arranged by Discover Veracruz Tours, LLC with knowledge that travel to Mexico and the remote areas visited by this trip involves numerous risks and dangers. I also understand that I am booking an adventure holiday and standards such as accommodations, transportation, medical service, and other factors may not be maintained or operated to standards commonly found in the United States, or on a conventional "resort style" vacation.

NAME OF TRIP: 10 Days - Cortes & The Spanish Conquest of Mexico - A "Journey into History" Tour

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

Discover Veracruz Tours LLC gives notice that the services provided in connection with your trip itinerary, including for example, transportation companies, hotel or other lodging facilities, restaurants, adventure trip companies, equipment suppliers, and other goods or services used, are purchased from various local independent travel suppliers. Discover Veracruz Tours LLC does not own or operate these entities. By utilizing the travel services of these independent suppliers, Discover Veracruz Tours LLC, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively Discover Veracruz Tours LLC) shall not be liable for any negligent or willful act or failure to act of any such person, or of any other third party.

I understand the responsibility of Discover Veracruz Tours LLC is strictly limited. As a US-based adventure travel company, Discover Veracruz Tours LLC organizes, promotes, and sells tour programs consisting of, but not limited to, the travel services mentioned above, which Discover Veracruz Tours LLC purchases or reserves from various suppliers in my behalf. I am aware, and clearly understand, that the suppliers providing travel services for tour programs sold by Discover Veracruz Tour LLC are independent contractors and are not agents or employees of Discover Veracruz Tours LLC, nor does Discover Veracruz Tours LLC act as an agent for any supplier of travel services.

I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, auto, truck, boat, kayak, bicycle, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals, breakdown or faulty maintenance of equipment; insufficient instruction or assistance; high altitude, accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; stolen, lost, or misplaced luggage or property or shipped purchases or other goods home from abroad. I understand that Discover Veracruz Tours LLC will have no liability regarding the adequacy of any evacuation plan, medical risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment. **I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, LOSS, EMOTIONAL TRAUMA OR DEATH.** I acknowledge that the cost of all Discover Veracruz Tours LLC trips are based upon trip participants executing this Release of Liability, Assumption of All Risks, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), **I HEREBY RELEASE AND DISCHARGE FOREVER DISCOVER VERACRUZ TOURS LLC FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP.** I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Discover Veracruz Tour LLC from any and all liabilities to the maximum extent permitted by law.

PHOTOGRAPHY RELEASE

I understand and agree that Discover Veracruz Tours LLC and those acting on behalf of Discover Veracruz Tours LLC reserves the right and permission from me to copyright and/or use, reuse and/or republish and republish photographic pictures and video taken of as part of the tour group and/or of me individually in the tour before, during, and/or after the trip. I accept and waive any right to inspect and/or approve the finished photograph(s) and/or video images which may have been taken before, during, and/or after the trip and used as stated above.

BINDING ARBITRATION

In the unlikely event of any dispute concerning, relating, or referring to this contract, or any literature concerning my trip, or the trip itself, I agree to the following conditions: 1) the dispute shall be resolved exclusively by binding arbitration in Bensenville, Illinois according to the then existing rules of the American Arbitration Association; 2) the maximum amount of recovery to which I will be entitled from Discover Veracruz Tours LLC under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging my travel. Such proceedings will be governed by substantive Illinois law. 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 VOUNTARY 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 or payment in full to Discover Veracruz Tours LLC, the depositor, his or her family and heirs agree to be bound by the above Liability Release and Terms and Conditions.

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

Signature of Traveler One

Date

Signature of Traveler Two

Date

Parents and/or Legal Guardians must sign for participants under the age of 18