WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in tour activities (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ann's Adventures In Travel LLC, located at 73 11 210th Street, Flushing, New York 11361, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Ann's Adventures In Travel LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Ann's Adventures In Travel LLC incurs any of these types of expenses, I agree to reimburse Ann's Adventures In Travel LLC.

I acknowledge that Ann's Adventures In Travel LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Ann's Adventures In Travel LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

*Trips usually involve walking a few miles per day at a moderate pace. You will encounter some uneven surfaces, stairs, steps and steep inclines.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Ann's Adventures In Travel LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Ann's Adventures In Travel LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Ann's Adventures In Travel LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Ann’s Adventures In Travel reserves the right to decline, accept or remove any person as a member of any tour should such person's health, mental or physical condition or general deportment impede the operation of the tour or the rights, welfare or enjoyment of other travelers. Should such a person be required to terminate the tour, no refunds will be granted for any unused portions of this tour. Meals, gratuities, entertainment and tax are not included in tours unless specifically stated. Fares quoted herein are based on those rates in effect at the time of the printing of this brochure and while no changes are anticipated, fares are subject to change without notice.

Ann’s Adventures in Travel acts solely as an agent in arranging for transportation, hotel accommodations, sightseeing, and activities described in specific trips. Therefore, Ann’s Adventures in Travel cannot be liable or responsible for any loss, injury, accidents, delays, cancellations of, or changes in itinerary, schedule or accommodations caused directly or indirectly due to forces of nature, any act or default of any company or person engaged in transporting the passenger, or rendering any other service or carrying out the arrangements for any tour, or by the act of default of any hotel proprietor or servant. Itinerary and activities are subject to change at the discretion of the local operators and venues.

Ann’s Adventures in Travel cannot be responsible for errors or omissions and reserves the right to change prices without notice. I acknowledge that deposits paid and given on behalf of Ann's Adventures in Travel are non-refundable after 30 days. Ann’s Adventures in Travel also

reserves the option to change the hotel accommodations to a similar property for any reason. I was advised to purchase travel insurance. Ann’s Adventures in Travel is not liable for any monetary loss I sustain resulting from my failure to purchase coverage.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Ann's Adventures In Travel LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Contact Name Contact Relationship Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name

Participant's Address

Signature Date