

# ALCHEMY TOURS

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## Release of Liability and Assumption of All Risks

I acknowledge that I am voluntarily participating in this trip with the knowledge that there are inherent risks involved, including but not limited to: injury or death; negligence on the part of Alchemy of Yoga and Alchemy Tours; negligence on the part of any of Alchemy of Yoga and Alchemy Tours agents, associates, suppliers or others; negligence on my part; physical exertion for which I am not prepared; forces of nature, civil unrest, acts of terrorism, criminal activity, force majeure, transportation unavailability or failures whether by plane, train, auto, boat, bicycle, horseback or other animal, or other conveyance, or by foot or other form of active or adventure travel; consumption of alcoholic beverages; risks associated with food or impure water; breakdown of equipment; high altitude; inclement weather; lack of or limited access to medical attention; inadequacy of medical attention once provided; and lost, stolen or misplaced luggage or any other property.

I recognize that such risks may be present before, during and after the trip in which I am participating under the arrangements made by Alchemy of Yoga and Alchemy Tours and its agents and associates. I hereby accept all the responsibilities for my own safety and welfare not withstanding the inherent risks involved.

I acknowledge that in exchange for payment of the cost of the trip I have selected and by executing this Release of Liability and Assumption of All Risks, I am allowed to participate in such trip. Therefore, as lawful consideration for the right to participate in the trip, I hereby fully assume responsibility for my own welfare and accept any and all risks associated with the trip of delay, inconvenience, unanticipated events, mental or physical illness or injury or death, and do hereby release and discharge Alchemy of Yoga and Alchemy Tours and its affiliated companies, members, employees, associates, guides and agents ("Released Parties") from and against all liability, actions, claims, and demands for any damages resulting from my participation in the trip. I hereby release Released Parties from any and all liabilities arising from my participation in the trip I have selected to the maximum extent of the law.

I agree further that this Release and the obligations herein shall be legally binding upon me personally, all members of my family including all minors traveling with me, my heirs and the heirs of all minors traveling with me, successors, assigns and legal representatives. It is my intention to assume fully all the risks associated with this trip and to release Released Parties from any and all liabilities.

I understand that Alchemy of Yoga and Alchemy Tours reserves the right to deny participation to any person deemed unsuitable or unfit to participate in a Alchemy of Yoga and Alchemy Tours trip or to ask a traveler to leave the trip if it determines that the traveler's continued participation would prove detrimental to the individual or is not compatible with the well-being and enjoyment of the other travelers.

I understand that Alchemy of Yoga and Alchemy Tours reserves the right to take photographic or film records of any of its trips, and I hereby agree that Alchemy of Yoga and Alchemy Tours may use any such records which include images of me for promotional or commercial purposes.

I understand and agree that jurisdiction over any dispute arising out of this Agreement and all matters relative to my participation in the Alchemy of Yoga and Alchemy Tours trip shall be exclusively in the courts of the state of Illinois. If any court determines that any portion of this Agreement is null and void, the remaining portions of the Agreement shall remain valid, enforceable and binding on all parties.

I acknowledge that I have read carefully Alchemy of Yoga and Alchemy Tours general information including its policy on cancelled trips, refunds, and insurance and agree to all stated conditions set forth on the website, and trip literature.

I have read carefully this Agreement and understand fully its contents. I understand and accept that this is a contract between myself and Alchemy of Yoga and Alchemy Tours and/or its affiliated agencies, suppliers, associations and organizations and I am signing it of my own free will and in its entirety. I agree that signatures exchanged by facsimile shall be binding as originals.

Printed Name: \_\_\_\_\_ Trip name and date: \_\_\_\_\_

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

*By signing I acknowledge that I have read and understand this release form and the cancellation policy*

This form must be completed by **each** trip participant or by a parent or guardian for each minor prior to departing for trip.