

Risk Release and Indemnification

Golden Bee Tours, LLC

The undersigned (the "Participant"), hereby acknowledges, represents and agrees to the following:

1. The (name of tour) _____ program (the "Program") may require the Participant to participate in activities for which a minimum level of fitness is required. The Participant declares that he/she is physically fit to participate in any and all such activities and will not require assistance from the Program's directors, guides or other persons acting on behalf of Golden Bee Tours, LLC ("GBT"). The Participant declares that he/she is medically qualified for international travel and has no known medical or physical limitations which necessitate additional accommodations. Should the Participant have or incur any condition which will necessitate additional accommodations, the Participant hereby agrees to assume all costs that may arise directly or indirectly from any such conditions or limitations. GBT reserves the right to decline to accept any person(s) as a member of the tour at its own discretion.
2. The Participant is responsible for the cost and the arranging of his/her own travel to and from (tour destination) _____.
3. While participating in the Program, the Participant will reside with the other Program participants in the hotel selected by GBT for the group.
4. GBT has exercised careful consideration with regard to the safety and well being of the Program's participants, including the Participant's. However, GBT assumes no liability for injury, damage, loss, accident, delay or irregularity in connection with the services of any airplane, automobile, train, cable car, motor coach, metro or other conveyance, or for the acts or defaults of any company or person engaged in conveying passengers in carrying out the arrangements of the Program. GBT does not accept any responsibility for losses or additional expenses due to causes beyond its control including, but not limited to, delay or changes in air transportation or other services, sickness, weather conditions, strikes and war. All such losses or expenses will be borne by the Participant.
5. GBT reserves the right to make such alterations to the published itinerary of the Program as may be deemed necessary, should circumstances warrant that such alterations would be in the best interest of tour participants, or for any operational reason. If Participant adds new activities to the Program to specifically suit his/her interests, the cost(s) is (are) at the Participant's responsibility; it is understood that any airfare, rail, or automobile arrangements made by the Participant is solely a matter between him/her and those companies. GBT accepts no liability for any carrier's cancellation penalty incurred by the purchase of a non-refundable ticket connected to the Program.

6. The Program's (tour) purchase price is \$_____ double occupancy and \$_____ single occupancy of hotel room.

Tour prices are based upon foreign exchange rates available on _____. In the rare event that the US dollar suffers a sudden and drastic loss against the currency at tour's destination, GBT reserves the right to adjust prices as may be necessary at the time. Accordingly, GBT, in receiving payments, does not undertake that the price payable will remain unchanged. Increases due to cost of land arrangements or international currency fluctuations will be passed on to travelers, provided notice is given to each Participant prior to commencement of the tour. The Participant shall then choose between (i) remit any additional payment required under this Paragraph 6 to GBT prior to departure of the Program, or (ii) choose not to join the Program and have his payments fully refunded by GBT.

7. All personal items including, but not limited to, any luggage and baggage, are entirely the Participant's responsibility at all times.

8. The Participant agrees to indemnify and hold harmless GBT, its officers, directors, agents, employees, controlling persons and assigns (GBT and each such person being an "Indemnified Party") from and against all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, which are related to or result from the performance by GBT of the services contemplated by, or the engagement of GBT pursuant to this Risk Release and Indemnification (the "Agreement") and/or the Program and will promptly reimburse any Indemnified Party for all reasonable expenses (including reasonable counsel fees and expenses) as and when incurred in connection with the investigation of, preparation for or defense arising from any threatened or pending claim, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Participant. The Participant will not be liable to any Indemnified Party under the foregoing indemnification and reimbursement provisions (i) for any settlement by an Indemnified Party effected without its prior written consent (which consent shall not be unreasonably withheld); or (ii) to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted solely from GBT's willful misconduct or gross negligence. The Participant also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Participant, its attorneys, agents or creditors, related directly and/or indirectly to or arising directly and/or indirectly out of the engagement of GBT pursuant to, or the performance by GBT of the services contemplated by this Agreement and/or the Program, except to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from GBT's willful misconduct or gross negligence.

9. The Participant acknowledges that the Program is limited to a maximum of twelve (12) tour participants and that they are chosen on a first-come, first-served basis upon receipt of \$ 1,000 deposit (the "Deposit") upon registration. The first twelve (12) people to tender the Deposit will have priority to participate in the Program until _____, the date when

payment in full must be received by GBT. In the event that the Participant's Deposit is received after the first

Twelve (12) people have paid the Deposit, but before said 12 people have paid the balance of the Program cost, the Participant agrees that his/her Deposit shall be held in escrow by GBT and the Participant shall be put on a waiting list in the order in which his/her Deposit was received. Should one of the original twelve (12) people cancel the trip, or fail to make payment in full by _____, the Participant will be notified by GBT that space has become available. The he Participant will then have the option to either (i) pay the full Program purchase price within 48 hours or (ii) have his/her payments returned in full.

10. Refund Policy:

If Participant cancels a tour:

40 days or more of tour date - he/she will receive a refund of all monies paid

Between 40 and 30 days of tour date – he/she will receive 50% of monies paid

Less than 30 days of tour date – no refund is available for cancellation 30 days or fewer of tour date, no matter what the circumstances.

No refunds will be made to Participants who fail to join the tour without due cancellation, nor for accommodations or services not used or for a partially completed tour. The Participant understands and accepts that refunds will only be given by express written notification to GBT.

If GBT cancels a tour:

In the rare event that GBT is forced to cancel a tour due to unforeseen circumstances beyond its control (weather-related disasters, political turmoil, strikes, etc) that may deem travel unsafe for the Participant, GBT reserves the right to cancel a tour, in which case no liability shall fall upon GBT. The Participant will then have get a full refund of payments made, including the \$1,000 Deposit.

11. The Participant acknowledges that he/she has been advised of the importance of purchasing travel insurance that will protect him/her from losing his/her payment should an unexpected illness or emergency for them or a family member arise before or during the Program which would prevent him/her from going on or staying in the Program. The Participant has chosen to _____ purchase OR _____ decline such insurance*.
(*Initial your choice).

12. The Participant understands that GBT may be photographing and/or filming the Program and that their image may be captured on such media. The Participant hereby _____ grants OR _____ declines GBT permission to freely reproduce his/her image in such photographic, film and/or electronic medium strictly for its promotional and/or commercial use*. (*Initial your choice).

13. This Agreement and all issues arising out of the Program shall be governed by and construed solely and exclusively under and pursuant to the laws of the State of Florida, USA. The Participant and GBT expressly and irrevocably (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in the State of Florida Supreme Court.

THE PARTICIPANT AND GBT AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE PROGRAM OR ANY OTHER AGREEMENT CONTEMPLATED HEREBY. THE PARTY PREVAILING THEREIN SHALL BE ENTITLED TO PAYMENT FROM THE OTHER PARTY OF ALL OF ITS REASONABLE COUNSEL FEES AND DISBURSEMENTS.

14. The Participant has read and fully understands GBT's refund policy contained herein.

15. Signature

The Participant hereby certifies and represents that they have read and fully understand this entire Agreement and that he/she agrees to be bound by the terms set forth above.

Participant's Signature

Print Full Name

Address

Phone Number

Dated: _____