



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 of his/her own air or train 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.
4. GBT has exercised careful consideration with regard to the safety and well being of the Program's participants, including the Participant. 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, its cost(s) is (are) the 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 purchase price is \$_____ double occupancy and \$_____ single occupancy. **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 of same is given 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 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 eight (8) tour participants and that they are chosen on a first-come, first-served basis upon receipt of \$ 1,000 deposit (the "**Deposit**") upon registration, and full payment of the balance 40 days prior to tour date, or by _____. The first eight (8) 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 eight (8) people have paid the Deposit, but before said eight (8) 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 their Deposit was received. Should one of the original eight (8) people cancel or fail to make payment in full by _____, the Participant will be notified by GBT that space has become available. The 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. **CANCELLATION/REFUND POLICY:** If Participant cancels a tour before 40 days of tour's start date, he/she will receive a refund of \$ 500, or half the Deposit; no refund is available for cancellations made 40 days or less of tour's date, no matter what the circumstances; in such cases, GBT recommends that Participant transfers payments made to another GBT tour at a later date.

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, or if a minimum number of people (6) is not reached, GBT reserves the right to cancel a



tour, in which case no liability shall fall upon GBT. The Participant will then have the option to either (i) get a full refund of payments or (ii) transfer payments made to another GBT tour at a later date.

11. The Participant acknowledges that he/she has been advised of the importance of purchasing trip cancellation insurance that will protect him/her from losing his/her payment should an unexpected situation 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 New York as applied to agreements among New York residents entered into and to be performed entirely within New York. 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 New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (2) waive any objection which the Participant or GBT may have now or hereafter to the venue of any such suit, action or proceeding, and (3) consent to the jurisdiction of either the New York State Supreme Court, County of New York or the United States District Court for the Southern District of New York in any such suit, action or proceeding. The Participant and GBT further agree and accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York State Supreme Court, County of New York or in the United States District Court for the Southern District of New York and agree that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it in any such suit, action or proceeding. 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. GBT accepts the Deposit by check only of which \$ 500 is non-refundable if Participant cancels his/her booking 40 days or more from tour's start date. The Participant has paid the Deposit by check made payable to GBT and understands that he/she can make payment of the remaining balance by check or by credit card. The Participant has read and fully understands GBT's refund policy contained herein.



Golden Bee Tours
Boutique Travel

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: _____