

**ADULT RELEASE FORM – To be signed by Adult traveling with the Group**

**Please print the following information:**

**GROUP NAME:** \_\_\_\_\_

**ADULT'S NAME:** \_\_\_\_\_

**IMPORTANT! READ CAREFULLY**

I, as an adult traveling with the above-named group, acknowledge, understand and agree that the carriers, hotels and other suppliers providing travel or other services on or during the travel, program or trip are independent contractors and not agents or employees of Unique Travels and Tours, Inc., its employees, officers, directors and shareholders (“Unique”) and that Unique is not liable, and assumes no responsibility, for the acts, errors, omissions, representations, warranties, breaches or negligence of any such carriers, hotels and other suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Without limitation, I acknowledge, understand and agree that Unique has no liability and will make no refund in the event of injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Unique.

Furthermore, I, agree to INDEMNIFY AND HOLD HARMLESS Unique from all suits, actions, losses, damages, claims, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, arising out of, occasioned by, or in any way related to my actions or failure to act and expressly waive any and all claims against Unique.

Unique reserves the right to withdraw the tour, or any part thereof, and to make alterations in the program or its itinerary as it deems necessary or desirable. In case of increased costs such as for fuel or energy surcharges, Unique will increase prices accordingly.

All airline taxes, fees and charges (or any related penalties and interest) imposed on any portion of a passengers travel are the responsibility of the parent, guardian or person with legal authority to create a binding legal obligation, regardless of the date of purchase or travel, or any retroactive imposition of such taxes, fees, charges, penalties, and interest. All excess, oversized and/or overweight baggage and equipment fees apply and may not necessarily travel with the group.

**CODE OF CONDUCT**

I have read, understand and support the Rules of Conduct with which tour participants must comply. I acknowledge, understand and agree that should I, or any tour participant, violate any of these rules, I/he/she may be sent home at the sole discretion of the Group Leader. I also acknowledge, understand and agree that in such cases, the parent or guardian will be contacted and the child or ward will be sent home at the parent or guardian's expense.

**BINDING ARBITRATION**

Any and all Claims will be resolved by binding arbitration, rather than in court. This includes any Claims you assert against us, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you

accepted these Trip Terms and Conditions, regardless of whether prior versions required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.

Such arbitration shall occur in Bowie County, Texas according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Texas law.

#### MEDICAL RELEASE

I represent that I am in good health and can attend all events being organized by Unique. In the event that I am injured and require the attention of a doctor or medical professional, I consent to any medical treatment as deemed necessary by a licensed physician or medical professional. In the event treatment is required, I agree to hold Unique free and harmless from any claims, demands, or suits for damages arising therefrom. I acknowledge that I will be ultimately responsible for the cost of any medical care should the cost of that medical care not be reimbursed by any health insurance provider. I also acknowledge and understand that Unique does not assume any financial responsibility for any costs of medical care. Further, I affirm that the medical information provided is correct and that the health insurance information provided is accurate at this date and will, to the best of my knowledge, still be in force. I also agree to bring myself home at my own expense should I become ill or if deemed necessary by the Group Leader (for whatever reason.)

Additionally, I acknowledge, understand and agree that Unique cannot be responsible for accommodating any food allergies, requirements or restrictions and is not responsible for any problems associated therewith. All issues with respect to food and drink, including allergies, requirements and restrictions, are my sole responsibility.

The parties agree that reproductions, facsimiles and copies of the original signatures shall be binding as the executed original as a proper form of acceptance of these terms and conditions.

I HAVE READ THE TERMS AND CONDITIONS. I UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

\_\_\_\_\_  
Group Leader or Chaperone

\_\_\_\_\_  
Date