



**888myTravel.com**

where in the world do you want to go?

**Indemnification Agreement, Release and Waiver of Liability and Express Assumption of Risk**

THIS IS A LEGALLY BINDING RELEASE AND WAIVER OF LIABILITY, AN EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT. Please read it carefully, complete all blanks and your signature signify your understanding and acceptance of those terms.

The person ("the Customer") signing below acknowledges, represents and agrees all the followings:

1. The Customer is making the acknowledgements, representations and agreements in this Customer Agreement, Waiver and Release ("the Agreement") to induce ALL FRIENDS TRAVEL & TOURS, INC., a California Corporation (herein called "The Company"), to book or otherwise arrange or facilitate a trip on which the Customer desires to go. The Customer understands that All Friends Travel & Tours, Inc. would not book, arrange or facilitate the trip unless each person going on the trip enters into this Agreement.
2. All Friends Travel & Tours, Inc. is a travel agency that books airfares, tours, cruises, hotels and other adventure trips. The Company does not provide any services, except to identify and book vendors (such as guides, airlines, tours, cruises, accommodations providers, etc.) available to supply the components of the trip. It is the responsibility of these vendors, and not The Company to comply with applicable laws, to take adequate safety measures and to otherwise adequately supply goods and services.
3. The Customer is aware that domestic and international air travel, tours, cruises and other activities that the Customer may undertake as part of the trip that has been booked through The Company necessarily involve the risk of death, physical injury and property damage. It is impossible to list all of the hazards and dangers that are inherent in taking a trip of this nature. However, the dangers and risks include, but are not limited to, illness or death from unsanitary conditions or exposure to disease, boating accidents, drowning, vehicle collisions, airplane accidents, acts of terrorism, civil unrest, firearm or hunting accidents, fishing accidents, snake bites, insect bites, and animal bites. The Customer assumes all of these risks and dangers, whether or not specifically listed herein.
4. The Customer maintains health insurance, accident insurance and life insurance sufficient to provide coverage for all injuries and damages that may be suffered by the Customer and the Customer's family while taking the trip that has been booked through The Company. The Company does not provide insurance of any kind to cover the Customer, and the Customer is not relying upon The Company to provide any insurance coverage for the Customer or the Customer's family. The Customer has investigated and verified the coverage of the Customer's insurance while the Customer is inside and outside of the United States of America.
5. It is further disclosed that in offering any travel arrangements for sale, or in accepting reservations for services, which are not directly supplied by The Company, we act only in the capacity of intermediary agent for various suppliers or travel services in your itinerary. Because of our status as an agent, and because we maintains no control over the personnel, equipment, or operations of the air, ground tour/cruise/hotel operator or of any other travel service suppliers, neither the Company nor any of its owners, officers, directors, associates, employees, representatives, affiliated companies, agents and sub-contractors (all of whom are hereinafter collectively referred to as "the Releasees") will be liable, jointly or severally, for any death, injury, damage or loss to the Customer, any property of the Customer or any other person or entity related in any way to the Customer, which is suffered as a result of or in any way relating to the trip that has been booked through The Company. The Customer, on his own behalf and on behalf of each of his family members, hereby waives and releases and forever discharges The Company and each of its Releasees, jointly and severally, from any and all liability and claims for death, injury, damage or loss to the Customer, the Customer's property, or any other person or entity related in any way to the Customer, which is suffered as a result of or in any way relating to the trip that has been booked through The Company. THE WAIVER, RELEASE, DISCHARGE AND EXCULPATION IN THIS PARAGRAPH SPECIFICALLY INCLUDE ANY ACTION OR INACTION TAKEN BY ALL FRIENDS TRAVEL & TOURS INC. OR ANY OF ITS owners, officers, directors, associates, employees, representatives, affiliated companies, agents and sub-contractors, THAT CONSTITUTES NEGLIGENCE, WHETHER SOLE OR COMPARATIVE, OR MORE CULPABLE CONDUCT OF ANY OF THEM.

6. This Agreement and the relationship between The Company and the Customer shall be governed by and construed under the laws of the State of California, and the federal laws of the United States of America, exclusive of any conflicts of laws rules. IN THE EVENT OF ANY LITIGATION BETWEEN THE COMPANY AND THE CUSTOMER OR ANY MEMBER OF THE CUSTOMER'S FAMILY, JURISDICTION AND VENUE FOR SUCH LITIGATION SHALL ONLY BE IN THE FEDERAL OR STATE COURTS IN LOS ANGELES COUNTY, CALIFORNIA. THE CUSTOMER AND THE COMPANY EACH HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF ANY COURT SITTING IN LOS ANGELES COUNTY, CALIFORNIA.

7. If any provision hereof is held to be illegal, invalid or unenforceable under applicable laws, then such provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions will remain in full force and effect.

8. This Agreement supercedes all other agreements, both oral and in writing, between The Company and the Customer with respect to the matters addressed herein. This Agreement contains the entire understanding of the Customer and all of the agreements with The Company with respect to the matters addressed herein.

9. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY IS NOT MAKING (AND HEREBY DISCLAIMS) ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE TRIP AND/OR RESERVATIONS THAT HAS BEEN BOOKED THROUGH THE COMPANY.

Customer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated at (City & State): \_\_\_\_\_

**TO BE COMPLETED BY PARENT OR GUARDIAN FOR APPLICANTS UNDER THE AGE OF EIGHTEEN (18)**

I am the parent or guardian of the applicant. I acknowledge that both the applicant and I have read this agreement. I further acknowledge that by signing this agreement, the applicant understands, appreciates, freely accepts and fully assumes the risks, dangers and hazards referred to in this Agreement, and that the applicant agrees not to sue or commence any legal proceedings against the RELEASEES in respect of any loss, damage, injury or expense resulting from the said risks, dangers and hazards. As the parent or legal guardian of the Applicant, I hereby agree to waive any and all claims that I may have or may in the future have against the Releasees and to release the Releasees from any and all liability from any loss, damage or expense that I may sustain as a result of the applicants participation in the Activities and Travel services provided by the Company, due to and cause whatsoever. I further agree to Indemnify and Save Harmless and Legal Talk, the Releasees from and against all actions, claims or proceedings for damages, which may hereafter be brought by or on behalf of the Applicant against the Releasees in respect of any loss, damage, injury or expense sustained by the Applicant resulting from the use of or presence or participation in the Activities and Travel Services organized by the Company.

Parent or Guardian Signature: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated at (City & State): \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Each person must sign this form and return a copy with an original signature to us at:

**All Friends Travel & Tours Inc. DBA 888myTravel.com**

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