

## **WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT**

For and in consideration of their registration with the Chinese American Cultural Bridge Center (CACBC), and its agent (TSC), Travel Study China, and their acceptance to participate in the Educational /Concert Tour to China, the parent(s) and/or legal guardian(s), hereinafter "participants", agree to release and hold harmless, CACBC, TSC, and their officers, directors, agents, and employees, for any and all liability and cause of action for personal injury, property damage or wrongful death occurring to the participants arising out of participation in said Concert Tour to China, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights and causes of action that participant may have are hereby released and the participant (or parent(s)/guardian(s) does (do) so on behalf of their heirs, executors, administrators and assigns.

CACBC and TSC are not responsible for personal injury, property damage, or any other loss, claim or damage arising out of or related to goods or services offered or included. Additionally, CACBC and TSC are not responsible for personal injury, property damage, or any other loss, claim or damage related to or arising out of, in whole or in part, the acts or omissions of any direct air carrier, hotel, ground operator, or any other person not a direct employee or under their control. CACBC and TSC are not responsible for personal injury, property damage, or any other loss, claim or damage arising out of, either in whole or part, acts of God, weather, labor strikes, government actions, mechanical breakdowns, acts of war, terrorist activities, or other causes reasonably beyond the control of CACBC and TSC. CACBC and TSC are not responsible for incidental or consequential losses or damages.

CACBC and TSC, including its directors, volunteers, and employees have no responsibility with regard to the transportation or other facilities offered by the travel agency making arrangements for the trip and the participant and/or participants, parent(s), guardian(s), agree the participant fully disclaims, waives and discharges CACBC and TSC, including its directors, volunteers, and employees from any and all liabilities, claims, or responsibility with regard to the proposed tour and arrangements made with respect thereto.

The participant agrees to defend, hold harmless, indemnify, and release CACBC and TSC, including its directors, volunteers, employees, heirs, and assigns from any and all claims and causes action by whomever or wherever made or presented for participant's personal injuries, property damage, or wrongful death.

CACBC and TSC are not responsible for luggage lost or damaged. Notice should be given immediately of any lost or damaged luggage to the involved air carrier, hotel, and to your own insurance company.

Any complaints or claims against CACBC or TSC must be commenced within one year after scheduled termination of the participation in the tour or be barred forever.

When you are traveling outside the United States be aware that significant health, safety, and legal standards may prevail. You should plan and act accordingly and exercise good personal judgment for your own health and safety when abroad. If you have special medical or physical requirements you should investigate your destination beforehand and insure the care and conditions you require will be available. Health and accident insurance is advisable and may protect you from unforeseen circumstances which may arise from during your participation. Insurance is available and may be included in your package. However, CACBC and TSC are not insurers nor their agents, nor responsible for any claims.

Participant and/or participants parent(s) or guardian(s) acknowledge they have been provided the opportunity to seek independent counsel and advice regarding this release and indemnity agreement and they have read the above paragraphs and have not been induced nor relied upon any representations of CACBC, TSC, their directors, agents or employees. The participant acknowledges they have been fully advised of the potential danger of international travel and understand these waivers and releases are necessary in order to allow CACBC and TSC to conduct these tours. CACBC and TSC extend no warranties regarding services supplied nor do they act as an insurer of the tour.

The participant accepts the terms of the Proposal for the Concert Tour to China and the dates set forth therein and attached hereto and made a part hereof.

\_\_\_\_\_ Age \_\_\_\_ Date Signed \_\_\_\_\_  
Participant Signature

\_\_\_\_\_ Pioneer High School Band (Ann Arbor)  
Participant Name (print) Name of Organization

\_\_\_\_\_ Date Signed \_\_\_\_\_  
Parent or Guardian Signature  
(if participant is 17 years of age or younger)