



TOUR PARTICIPATION AGREEMENT Waiver, Release of Liability, Indemnification and Consent

In exchange for my participation in the Illinois Patrons of the Arts in the Vatican Museums trip to Rome, Ostia Antica and St. Paul Outside the Wall, and Castel Gandolfo (the “**Program**”) sponsored by THE ILLINOIS PATRONS OF THE ARTS IN THE VATICAN MUSEUMS, an Illinois not-for-profit corporation (“**Patrons**”), to take place from April 18 through April 25, 2020, I agree to be bound by each of the following:

1. **Voluntary Participation and Capacity.** I confirm that my participation in the Program is voluntary. I am executing this Tour Participation Agreement on my own behalf and I represent and warrant to Patrons that I have the capacity and authority to enter into this Tour Participation Agreement.

2. **Patrons as Sponsor Only.** Patrons is acting only as the Program sponsor and is not responsible for the acts or omissions of other parties. The Program will consist of hotel accommodations, local transportation, airport transfers, guides and meals. I understand that Patrons assumes no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the vendors providing those or other services.

3. **Pricing, Changes, and Cancellations.** Pricing is as set forth by Patrons on its website or the brochures or other documents describing the Program. Taxes and fees are not included in the Program price unless so stated. Patrons and the Program’s vendors may change the Program without notice. Non-refundable deposits and final payments shall be as set forth by Patrons on its website or the brochures or other documents describing the Program. All payments are final and non-refundable. I acknowledge that Patrons strongly recommends that I purchase trip cancellation and medical insurance.

4. **Identification of Risk.** I understand that there are risks associated with my participation in the Program. Such risks include, but are not limited to, the following: (a) loss of any or all money paid by me or on my behalf to participate in the Program as a result of bankruptcy, insolvency, mismanagement or fraud on the part of the travel agent, tour operator, hotel, transportation provider or any other Program vendor; (b) injury, loss, damage and/or harm to person or property as a result of crime, civil unrest or acts of terrorism occurring during the Program; (c) actions, inactions, or negligence on the part of Patrons or its directors, officers, trustees, employees, agents (including Program vendors), volunteers, successors, or assigns, including but not limited to, risks created by the following: (i) the use and condition of various modes of transportation, premises, facilities, and equipment; (ii) the lack or inadequacy of policies, rules, or regulations of the Program; (iii) the failure of Patrons to foresee or to protect me from actions, inactions, negligence, recklessness, or international or criminal misconduct of persons, other than those affiliated with Patrons; (iv) the inadequacy or unavailability of medical facilities or treatment; or (v) the lack or inadequacy of supervision. I understand that the risks associated with my participation in the Program include the possibility of permanent disability and death.

5. **Assumption of Risk.** I understand that this Tour Participation Agreement is a waiver and release of liability and is intended to address all risks associated with the Program. I voluntarily assume all such risks, whether known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program.

6. **Release, Waiver and Covenant Not to Sue.** I release Patrons and its directors, officers, trustees, employees, volunteers, successors, and assigns from and waive all claims and covenant not to sue for any liability, injury, loss, or damage, including attorneys’ fees, in any way connected with my participation in the Program, whether or not caused in whole or part by the negligence or other conduct of Patrons or any of the individuals mentioned above.

7. **Indemnification.** I agree to indemnify and hold harmless Patrons and its trustees, officers, employees, agents, volunteers, successors, and assigns from all claims of liability, injury, loss, damage, or expense, including court costs and attorneys’ fees, arising from or relating to (a) any acts or omissions on my part during the Program; (b) any breach

of any representation, warranty, covenant, or agreement in this Tour Participation Agreement; and (c) any vendor or service related to the Program. In other words, I agree to assume full responsibility for my own actions or inactions.

8. **Limitation of Liability and Damages.** I understand that in no event will Patrons be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Program, even if advised of the possibility of such damages. The total liability of Patrons to me shall not exceed the amounts received by Patrons from me directly relating to the action or omission giving rise to such liability.

9. **Conduct During the Program.** I am responsible for respecting the authority and following the directions of the Program guides and all applicable laws, rules, and regulations. Patrons or any of the Program's vendors may exclude anyone from participating in all or any part of the Program if, in Patron's or such vendor's sole discretion, a person's condition or behavior renders him or her unfit for the Program or any part thereof. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Program services or may constitute a hazard or embarrassment. No refunds shall be given for any exclusion from the Program due to unfitness.

10. **Binding Effect.** This Tour Participation Agreement shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Patrons and its respective successors and assigns.

11. **Consent to Medical Treatment.** I authorize the Patrons to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Patrons to provide such assistance, transportation, or services.

12. **Severability and Applicable Law.** If any provision (or portion of any provision) of this Tour Participation Agreement is held to be invalid or unenforceable, such provision (or such portion) shall be deemed to be severed from the other provisions hereof, but only to the extent necessary to bring this Tour Participation Agreement within the requirements of law, and such event shall not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. Because Patrons is headquartered in the State of Illinois, and in order to provide certainty in the law to be applied to the construction of this Tour Participation Agreement, this Tour Participation Agreement shall be governed, construed, and enforced in accordance with the law of the State of Illinois. I hereby submit to the exclusive personal jurisdiction and venue of state and federal courts situated in Cook County, Illinois for all matters pertaining to the enforcement or interpretation of this Tour Participation Agreement.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS TOUR PARTICIPATION AGREEMENT IN ITS ENTIRETY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM 18 YEARS OF AGE OR OLDER AND AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____