



(Name of Traveler – Print Name) \_\_\_\_\_

One copy to be completed by each participant and on behalf of any child dependents accompanying.

### **Waiver, Release of Liability, and Assumption of Risk – Traveler**

The Traveler named here, ("TRAVELER") shall understand that participation on any tour involves a certain degree of risk and danger and shall fully and voluntarily accept these risks. The Tour Company, AUTHENTIC JAVA TOURS (AJT), GRAEME STEEL (GS), and SAMSUL ARIFIN (SA), shall not become liable for any personal injury, property damage, property loss, accident, delay, inconvenience, change of itinerary or accommodations, or other irregularity which may occur due to (1) wrongful, negligent or arbitrary acts or omissions on the part of the Suppliers, their agents, officers, directors, and employees or others: (2) defects or failures of any conveyance, equipment or instrumentality under control of the Suppliers: or (3) Acts of God or forces of Nature, fire, acts of governments or other authorities, theft, epidemics, quarantines or dangers incident to the sea, land and air.

The TRAVELER, by engaging AJT/GS/SA and making deposit and/or full payment for the travel arrangements specified, acknowledges the position of AJT/GS/SA as stipulated by the foregoing, agrees to hold AJT/GS/SA blameless in making any arrangements on the TRAVELER's behalf, and further agrees that restitution or damages, if any are claimed, shall be sought directly from the Suppliers and not from AJT/GS/SA. The TRAVELER further agrees to abide by the terms and conditions of the Suppliers of the services to be performed.

If applicable, as a participant in a group tour, the TRAVELER is aware that group travel requires compromise to accommodate diverse personalities, wants, abilities and objectives of group members. Therefore, the TRAVELER further acknowledges that the tour leader or director may be required, based on his experience and upon wishes of the group members, to improvise and exercise his judgment and/or make good faith decisions concerning the management of the tour. In this regard, the TRAVELER further agrees to abide by any such decisions.

The TRAVELER, in participating in any tour of developing countries in the Asian region, is aware that the quality standards, hygiene, cleanliness, sanitation facilities, level of infrastructural development, political stability, cuisine, sense of urgency, adherence to schedules, communication styles and skills, and business practices, among other things, may be deemed different, inferior and/or lacking than those found in most developed nations. As such, the TRAVELER further acknowledges and accepts that travel to such areas involves these and other elements of risk above and beyond those that would normally be encountered in industrialized nations. In addition, the TRAVELER also acknowledges that medical facilities or services may not be readily available or accessible during some or all of the time for the tour the TRAVELER agrees to participate in, and that evacuation, if necessary, and if available, can be prolonged, difficult and expensive and is entirely at the expense of the TRAVELER.

The TRAVELER further acknowledges that insurance is available from insurance companies that would provide compensation for lost or damaged luggage, property theft, trip cancellation, medical expenses, emergency evacuation, and Suppliers' bankruptcy while planning or on the trip. The TRAVELER is required to possess such insurance cover on this trip and provide evidence of this to AJT/GS/SA upon commencement of the tour.

As a Client of AJT/GS/SA, I, as the TRAVELER, have carefully read this two page document and fully understand its contents. I am aware that this is a release of liability and a contract between me and AJT/GS/SA, and sign it of my own free will on behalf of myself and my heirs. By signing this document, it is my intent to release, waive, and indemnify all of the Released Parties from all liability connected with my participation in the tour, and to personally assume all risk of injury or death. To the best of my knowledge, I feel physically and mentally able to assume full participation in the outings and activities in which I will participate. I further state that I do not possess any health problems or physical limitations that my doctor or I feel would restrict my active participation or affect the safety of others on any tour in which I participate. I also acknowledge that I have carefully read the "Payment Terms and Conditions", including the section on cancellations and refunds, and agree to all stated conditions therein.

(Signature of TRAVELER) (Name of TRAVELER – Print Name) (Date)

(Signature of Witness) (Name of Witness – Print Name) (Date)