

B.E. Social Traveler, LLC
Tour Participant Agreement and Liability Waiver

In consideration of my participation in the custom tour planning services provided by B.E. Social Traveler, LLC, and for other good and valuable consideration the receipt of which is hereby acknowledged, I hereby agree as follows:

Cancellation and Refund Policy

I acknowledge and agree that B.E. Social Traveler, LLC has a 72-hour cancellation policy, and I must notify B.E. Social Traveler, LLC in writing of a cancellation at least 72 hours prior to the scheduled start time of the planned tour to receive a refund. I understand and agree that if I fail to provide 72 hours notice, my payment will be forfeited. I also understand and agree that if B.E. Social Traveler, LLC purchases tickets or reserves accommodations with a third-party, and that third-party will not issue a refund, then I will not be entitled to that portion of the refund even if I provide 72 hours notice. I also understand and agree that B.E. Social Traveler, LLC's services, cancellation policy, and refund policy are subject to third-parties' terms, conditions, and refund policies, and B.E. Social Traveler, LLC will not provide a refund for a third-party's delay, cancellation, or overbooking.

Assumption of the Risk

I acknowledge, understand and agree that there are certain risks inherent to tourism, travel, and sight-seeing. **I hereby agree to participate at my own risk and expressly assume full responsibility for any damage or injury to myself or which I may cause to others,** including but without limitation, any claims for personal injuries resulting from or arising out of the negligence of B.E. Social Traveler, LLC.

Waiver and Release of Liability

I, on behalf of myself, my personal representatives, assigns, next of kin, and heirs, agree to release, waive, discharge, hold harmless, defend, and indemnify B.E. Social Traveler, LLC, its owners, agents, officers, and associates **from any and all claims, actions or losses for personal injury and bodily injury,** including wrongful death, loss of services, or otherwise which may arise out of my participation in the B.E. Social Traveler, LLC's tour planning services.

I also acknowledge, understand, and agree that B.E. Social Traveler, LLC, its owners, agents, officers, and associates act only as agent or intermediary for various third-parties that provide accommodations, meals, transportation, sightseeing, tourism, and other activities and services connected with your tour, and as a result, B.E. Social Traveler, LLC assumes no responsibility for and cannot be held liable for any negligent or willful act or failure to act of any third-party.

Photos

I hereby agree to allow B.E. Social Traveler, LLC to publish and use photographs of me for promotional purposes.

Governing Law

This Agreement is governed under New York State law. If any part of this agreement is determined to be unenforceable, all other parts shall be in full force and effect. I further agree that any dispute arising out of this contract shall be litigated exclusively in Erie County in Courts of the State of New York.

Disclaimers

I understand and agree that B.E. Social Traveler, LLC is:

- 1) Not responsible for crimes committed by or against tour participants.
- 2) Not responsible for lost or damaged personal property.
- 3) Not responsible for any negligent or willful act or failure to act of any third-party.
- 4) Not responsible for sickness, injury, or death of tour participants.
- 5) Not responsible for unmet expectations or disappointment.

I, _____, have read, understand, and agree to above terms and conditions.

Date: _____