

## **WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**The Company** Aegean Adventures, Inc. (“the Company”) is a duly registered corporation in the State of New York whose subdivisions are part and parcel of this agreement: CycleGreece, Aegea Adventures, Athens Bike Tours, EcoAthens, Argosy, Aegean Shorex, Marathon Greece.

**Definitions. “Adventure Activities”** shall include excursions, such as, sight seeing, cultural tours, bicycle riding, hiking, walks, horse-back riding, swimming, sea sports, sailing, yoga classes or instruction, transportation to, from or on a tour, and all other activities associated with one or more of the Company’s tours. **“Risks”** shall include, without limitation, all risks of property damage or injury (including death) associated with or arising from vehicular traffic, road and trail conditions, health conditions, weather, equipment failure, driver error, rider error, participant error, food provided, facilities, actions of other people, and the actions, negligence or carelessness of the Released, as defined below. **“Released”** shall include the Company, its subdivisions, members, officers, directors, employees, contractors and agents, volunteers of the Company. **“Third Parties”** shall include any suppliers in a tour who are not members, officers, directors, employees, contractors and agents, volunteers of the Company, such as, accommodations owners or owners of Activities centers. **“Claims”** shall include any claims that I or my executors, administrators, heirs, successors or assigns may have against the Released as a result of any damage, injury or death of myself or a participant of whom I am the parent or legal guardian, while at, participating in or en route to or from a tour or while participating in the tour or any Activities, except those caused by negligence of the Released.

**Assumption of Risk:** I have voluntarily applied to participate in the tour I booked, which may involve cultural tours, bicycling, hiking, walks, rafting, sight seeing and/or other Adventure Activities. I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, known and unknown, which include but are not limited to: dangers and risks inherent in Adventure Activities; emotional trauma; bodily injury; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of the Company’s control.

I assume full and complete responsibility for checking and confirming any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at those destinations.

**Release of Liability:** As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by the Company, I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by the Company, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER the Company, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by the Company.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release the Company from any and all liability to the maximum extent permitted by law.

**Indemnification:** I further agree to “indemnify” (meaning to defend and to pay or reimburse) the Company against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the Adventure Activities.

**Binding Arbitration:** I agree that any dispute concerning, relating, or referring to this agreement, the Company’s tour brochures or any other materials that concern my tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour, shall be resolved at first instance by arbitration. The arbitration shall take place, pursuant to the Company’s choice of venue, either in New York State in accordance with the rules of the American Arbitration Association and the laws of New York State, or in Athens, Greece in accordance with the laws of Greece. After a final arbitration decision is made, either party may pursue litigation in a court of law with Greece as the sole venue of jurisdiction.

**Knowing and Voluntary Execution:** I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that in calculating the cost of the tour, the Company has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, the Company would not be able to offer these services. I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement.

I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

**Image Permission**

I give the Company my permission to photograph me during the tour and to use the photographs in promotional and marketing materials, including brochures, advertisements and websites.

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Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

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Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**MINORS**

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Print Names of all Minors and Dates of Birth \_\_\_\_\_