



Liability Release Form / Participant Agreement

In participation of the services of Hines Tours LLC, their agents, its principals, owners, guides, tour leaders, volunteers, employees, managers, servants, subcontractors, and all other representatives acting in any capacity on their behalf (hereinafter collectively referred to as HT, Hines Tours or Hines Tours LLC), I hereby agree to release and discharge Hines Tours LLC on behalf of myself the tour participant, my children, my parents, my heirs, assigns, personal representative (hereinafter collectively referred to as I) and estate as follows:

1. RISK ACKNOWLEDGE

I acknowledge that HT activities include known and unanticipated risks which could result in physical injury, emotional injury or contraction of infectious diseases (Including covid-19) to me or even in my death. Such risks include among other activities: traveling by bus, van, car, boat, train, ski chair lift, horse carriage, canoeing, horseback riding, archery, shooting, swimming, fire tower climbing, spelunking (caving), food consumption, traveling or hiking in a wilderness area through rough terrain and the forces of nature, weather conditions, contact with plants or animals, close proximity to other people, condition of roads, trails, or terrain and accidents connected with their use. I fully realize that medical services or facilities are not easy accessible during the tour. I expressly (explicitly) agree to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

2. PERSONAL PROPERTY

I understand that the involved activities may result in damage or loss to my personal property either due to the environment or the acts of omission of my self or others. I am solely responsible for the protection and security of any personal property I may bring on the tour.

3. RELEASE

By signing this document I acknowledge that if I am hurt, injured or if my property gets damaged, in anyway connected with my participation in HT activities. I hereby on behalf of myself, my children, my parents, my heirs, assigns and personal representative voluntarily release, forever discharge, and agree to indemnify and hold harmless HT and there representatives acting in any capacity on their behalf from any and all claims, and a court of law may find me to have waived all my rights to maintain a lawsuit. I hereby consent to any photographing (still or motion picture footage) of myself and the recording of my voice to be used for advertising, publicity, or any other business purposes for Hines Tours , without any geographic restrictions, time limits or compensation.

4. HINES TOURS LLC RIGHTS

I acknowledge that HT reserves the right to alter the itinerary, plans and arrangements for the tour if, in the judgment of HT it becomes advisable to do so for any reasons. Any such alterations may be made without any compensation to tour participants. HT also reserves the right to decline anyone to join the tour if a person displays a conduct which may disrupt the pleasure or safety of other tour participants or HT representatives. HT reserves the right, should any disputes arise in connection with the service provided by HT, and such disputes will be handled through mediation and arbitration within New York County.

5. TOUR PARTICIPANTS RESPONSIBILITIES

I will fully cooperate and follow any directions coming from the tour leader/guide or any employee at the establishments/venues we will visit. I am fully responsible for my personal behavior and actions.
I understand and agree to that if I do not return to the bus/van/car at the designated time, the bus/van/car may depart without me and I will have to find alternative transportation at my own cost.
I have no known medical or physical conditions which could interfere with my own or other tour participant's safety during the tour.
I have not been sick in any way within the last 14 days.
I will wear a face mask at all time and not consume food when I am inside the transportation vehicle
I will not consume any alcoholic beverages during the tour except during the given lunch break or during a wine tasting.
I will not use any drugs except medical prescribed during the tour.
I will not bring any weapons including but not limited to firearms, knives, mace, etc.

Participant's Name (Print clearly): _____

Full Address: _____

Phone: _____ **Date:** _____

Email: (If you wish to be on our email list – Please print clearly) _____

Emergency Contact: Name (Print): _____ Relationship: _____

Home Phone: _____ **Mobile Phone:** _____

I certify that I am at least 18 years of age. (Minors must be signed for by a parent or a legal guardian, who hereby consents to the terms of the release on the behalf the minor.)

I agree to indemnify and hold harmless Hines Tours from any and all claims brought by myself, or on behalf of a minor.

I have read, understood and had sufficient opportunity to read this document, and I agree to be bound by its terms.

Signature of Participant (If the participant is a minor, a parent or legal guardian has to sign): _____