

Holt Heritage Tour

LIABILITY RELEASE

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In consideration of being allowed to participate in the Holt Heritage Tour to Vietnam (“the Holt tour”), sponsored by Holt International Children’s Services, Inc. (“Holt”), the undersigned acknowledges and agrees to the following provisions of this release.

1. Holt is hereby released and held harmless from any and all liability, claims, or demands for damages which the undersigned presently has or may have in the future, arising out of any personal injury, emotional distress, bodily injury, sickness, death, loss of property, property damage, or any other loss, costs or expenses incurred by the undersigned, during the course of, as the result of, or in any way connected with the undersigned’s participation in the Holt tour, whether such damages, costs, or expenses may arise out of the negligence or carelessness of Holt or otherwise. This release and hold harmless specifically extends, without limitation, to claims based on allegations of failure to warn of circumstance or conditions within any foreign country, or failure to warn of circumstances or conditions within any foreign country, or failure to warn of any U.S. State Department travel advisory or travel warning.
2. This release extends, without limitation, to all travel in any way connected with the Holt tour – including all travel to and within any foreign country, and any and all connections, stopovers, transfers, and domestic portions of such travel – as well as all other activities in any way connected with the Holt tour.
3. This release extends to and includes all directors, employees, agents, principals, contractors, representatives, successors, assignees, sponsors, volunteers, associates, affiliates, attorneys, and insurers of Holt; to all other persons and entities subject to liability derived from the conduct of Holt; and to any vicarious liability of Holt based on the conduct of any other person or entity.
4. This release is binding upon the family, estate, heirs, representatives, successors, assigns officers, agents, and employees of the undersigned.
5. The undersigned acknowledges that participation in the Holt tour requires travel to and in Vietnam which may involve risks and hardships, foreseen and unforeseen, including, but not limited to risks of exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, crime, and political instability. The undersigned acknowledges that participation in the Holt tour is entirely voluntary, and agrees to assume all risks in connection with the Holt tour, whether such risks are foreseen or unforeseen.
6. The undersigned agrees that the presence or participation of a Holt travel escort or guide during any portion of the Holt tour does not in any way constitute a guarantee, promise, or assumption of responsibility on the part of Holt for the undersigned’s health or safety.
7. The undersigned has had a recent medical examination, or otherwise has good reason to believe that he or she is physically fit and capable to participate in the Holt tour in Vietnam, and assumes the responsibility of fitness and capability to do so.
8. The undersigned consents to medical and dental treatment by Holt, or by such others as Holt may designate, if the undersigned is in need of such treatment and is unable to consent to such treatment due to physical, mental or other incapacity while participating in the Holt tour. The undersigned agrees to pay all charges for such treatment and to indemnify and Holt harmless there from. The undersigned further agrees that the rendering of any medical or other services to the undersigned by, or at the instance of, Holt, or any of the persons or entities described in paragraph 3, above, does not constitute a waiver or an admission of liability to provide or to continue to provide any such services.
9. The undersigned understands that Holt provides no medical or dental insurance coverage for the undersigned’s foreign travel, and that the undersigned is solely responsible for arranging and paying for any such insurance coverage.
10. The undersigned acknowledges that he or she has been strongly advised to remain at all relevant times with the Holt travel group

and to follow and heed the instructions and warnings of the Holt guide or travel escort. This release extends to any consequence that may befall the undersigned as a result of leaving or separating from the Holt travel group or from failing to heed the advice or warnings of the Holt guide or travel escort.

- 11. The undersigned further agrees to indemnify and hold harmless Holt and all persons or entities described in paragraph 3, above, from any loss, liability, damage, expense, or cost Holt, such persons or entities, might incur as the result of the undersigned's participation in the Holt tour.
- 12. The undersigned expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Oregon, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned agrees that this document shall be construed in accordance with Oregon law, without regard for conflicts-of-law principles.
- 13. The undersigned has been informed that, from time to time, the U.S. State Department may issue a travel advisory or travel warning regarding travel to a specific country. The undersigned understands that the U.S. State Department may be contacted by telephone (202-647-5225) or via the internet (travel.state.gov/travel_warnings.html) and, by signing this release, the undersigned agrees to be solely responsible for determining, prior to travel, whether a State Department travel warning or travel advisory exists. The undersigned does not in any way rely on Holt to provide information about the existence of any specific U.S. State Department travel advisory or travel warning. This release, waiver, and indemnity agreement applies regardless of the existence of any U.S. State Department travel advisory or warning. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND HOLT AND/OR ITS AFFILIATED ORGANIZATIONS. I SIGN THIS DOCUMENT VOLUNTARILY, OF MY FREE WILL. IN DOING SO, I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS, OR INDUEMENTS OTHER THAN THOSE THAT APPEAR IN WRITING IN THIS RELEASE.

Signature and Printed Name of Person Participating in the Holt Tour

Date:

BY SIGNING THIS DOCUMENT BELOW, I HEREBY CERTIFY THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE CHILD OR CHILDREN NAMED BELOW. I INTEND TO HAVE SUCH CHILD OR CHILDREN PARTICIPATE WITH ME IN FOREIGN TRAVEL, AS DESCRIBED IN THIS RELEASE, AND I AGREE, INDIVIDUALLY, AND ON BEHALF OF THE BELOW-NAMED CHILD OR CHILDREN, THAT THE TERMS OF THIS TRAVEL RELEASE SHALL EXTEND AND APPLY TO SUCH CHILD OR CHILDREN.

Printed Name of Individual Participating in the Holt Tour

Printed Name of Individual Participating in the Holt Tour

Printed Name of Individual Participating in the Holt Tour

Printed Name of Individual Participating in the Holt Tour

In case of emergency, please contact:

Name:

Relationship:

Address:

Date:

Initials:

City, State, ZIP:

Home Phone:

Work Phone:

State of:

County of:

Personally appeared before me, a Notary Public in and for said state, on this _____ day of _____, 20___. Such person is personally known to me, or proved on the basis of satisfactory evidence, to be the person whose name is subscribed to on the foregoing instrument, and such person acknowledged to me that the foregoing instrument is his/her voluntary act and deed, executed in his/her authorized capacity, and that by his/her signature on the foregoing instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Signature of Notary Public
Notary Public for:

My Commission Expires:

WITNESS my hand and official seal.

Date:

Initials: