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**Assumption of Risk Statement & Liability Release**

The following release must be signed by the parent or legal guardian of each participant under the age of 18 as well as by all participants over the age of 18 in order to participate in the activities which comprise the tour. This form must be collected by the Tour Leader prior to departure and submitted upon arrival. Please understand that if a waiver is not produced and/or signed off by the appropriate party, the person will not be allowed to participate in any tour activities and will be asked to depart from the tour. Please print this on **one** piece of paper, front and back, and initial at the bottom of the first page as well as sign at the end of the document. Both sides of this document must appear to be valid.

**PLEASE READ CAREFULLY**

Release of Liability. I, the undersigned, and if I am under 18 years of age, my parent and I (hereafter “I”) am aware that Visions in Education, referred to as VIE in this document, is a Tour Operator. VIE and its affiliated entities and its employees, shareholders, officers, directors, successors, agents, and assigns, neither own nor operate any person or entity which is to, or does, provide goods or services for these trips or tours. Because VIE does not maintain any control over the personnel, equipment, or operations of these suppliers, VIE assumes no responsibility for and cannot be held liable for any personal injury, death, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful, or unauthorized acts or omissions on the part of any of the tour suppliers, or other employees or agents, (2) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these suppliers, or (3) any wrongful, wilful, or negligent act or omissions on any part of any other party not under the supervision or control of the Operator.

I agree that risks exist throughout travel and may be unmarked and occur without warning. In consideration of booking this tour, I expressly assume and accept all risks including any negligence of VIE, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their officers, employees, agents and property owners. To the fullest extent allowed by law, I agree to fully release VIE for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my use of facilities and services including any claims or injuries from my use of activity locations, equipment, transportation, parking, events, food services, instruction, lessons, lodges / hotels, product liability, the operation of VIE, the negligence of VIE regardless of whether or not VIE was negligent.

I acknowledge that I have voluntarily applied for the trip / tour and I understand that I may travel to remote countries and areas that are inherently risky and that include activities associated with foreign travel. I am prepared to assume the risks associated with this trip / tour including: forces of nature; insect/animal issues; terrorism; civil unrest; war; accidents; and transportation including land vehicles, boats, and aircraft that are not operated or maintained to standards found in North America. I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical supplies and support may not be available. By signing this document, I agree to take full responsibility for my own actions, safety and welfare, except for unanticipated events including injury, illness, emotional trauma, or death. I also understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I fraudulently represent myself as fit for this trip, I may be removed prior to or during the trip at my own expense.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Student & Parent Initials / Adult Participant initials)

Indemnity. To the fullest extent allowed by law, I agree to indemnify and hold VIE harmless for any claims arising from my tour, the operation of the tour and from claims of others related to my “use of VIE.” My obligations include paying all attorneys’ fees, costs, or judgments incurred by VIE as a result of my obligations to indemnify or the breach of this agreement. I have read, agree, and understood the terms of this Agreement. I agree never to file a lawsuit against VIE however, I agree that any lawsuit filed against VIE shall be filed in the state of Missouri, pursuant to our parent location address and that bench trial methods and standards will apply.

I hereby release and discharge VIE and its agents and employees from and against any and all liability arising from my participation in the trip. I agree that this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it being my intention to fully assume all risk of travel and to release VIE from any and all liabilities to the maximum permitted by law. I agree that if any part of this Agreement is determined to be unenforceable, then all other parts shall remain in effect and be interpreted as set forth herein and that Missouri law shall apply.

Persons under the age of 18 (“minor”) are required to have an authorized parent or legal guardian (hereinafter “Parent”) read and sign this Agreement. To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement contained on all pages. The Parent agrees and acknowledges Parent’s and minor’s express assumption of risk, release of liability, indemnity and covenants not to sue VIE.

The Parent releases all of their rights or claims against VIE including wrongful death damages and agrees to indemnify VIE for any other parent’s claims even if VIE is negligent. The Parent is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor(s) from all of the risks involved in travel. The Parent agrees to pay all medical bills and expenses incurred by the minor(s) and waives all rights of subrogation against VIE. The Parent agrees to make all decisions concerning the minor’s participation, “use of VIE” and involvement in any activities.

Code of Conduct. Each traveling school will be required to sign off on a ‘Code of Conduct Agreement’ prior to travel. Although only the Tour Leader signature is required on the returned form, it is mandated that the Code of Conduct will be reviewed with all students, parents and staff prior to embarking on the tour. It will be the responsibility of the participant/parent to ensure that they have done so. Of particular importance is the final bullet which describes the process for behavioral issues and tour eviction. By signing below, the participant/parent acknowledges that they have seen, read in its entirety, understand and agree to all requirements shown in the Code of Conduct Agreement.

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***Print Name of Participant Signature Date***

**Parent/Guardian MUST sign below if participant is under 18**

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***Print Name of Parent/Guardian Signature Date***

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE ENSURE THAT ALL MEDICAL CONDITIONS, ALLGERIES OR SPECIAL LEARNING NEEDS ARE DOCUMENTED ON THE VIE PASSENGER INFORMATION BOOKLET**