

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

The Foundation for Chinese Cultural and Educational Exchanges USA (FCCEX) is a non-profit organization. Any and all references to FCCEX include FCCEX, its officers, directors, employees, volunteers, agents, assigns and affiliated organizations.

I, \_\_\_\_\_, am scheduled to participate in AFCC China Heritage Tour (henceforth referred to as the Tour) associated with FCCEX . The Tour will take place in The People's Republic of China (PRC).

Assumption of Risk. I fully understand and appreciate that travel to foreign countries, including the PRC, involves inherent risks and dangers and that despite precautions, accidents and injuries can occur. I understand that the activities I or my minor child may undertake may be potentially dangerous and that I or my minor child may be injured and/or damage or lose personal property or suffer financial loss as a result of the facilities, equipment or Tour participation. I understand that we may encounter inadequate medical treatment facilities or facilities which may be of a lower standard than what might be expected in the USA and that we may encounter foreign cultures and people whose living conditions, food, social practices and values and even attitudes toward foreigners may be significantly different than those in my home country. Therefore, I ASSUME ALL RISKS RELATED TO THE ACTIVITIES that I or my minor child may encounter, including but not limited to:

Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons.

Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of government or authority.

Theft or loss of any personal property during the tour or Tour related travel.

Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or event.

Alteration or delay, extension or cancellation of the Tour, due to natural disaster, civil unrest, war, terrorist attack, medical quarantine, or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Tour or facilities, equipment, or services in association with the Tour , and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participation in this Tour is an acceptance of risk of injury.

## General Waiver and Release

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

I, \_\_\_\_\_, to the fullest extent permitted by law, release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER release, discharge and hold harmless FCCEX from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, including but not limited to claims, demands and liability for any loss, damage, injury, illness, death, monetary loss, expense, negligence or property damage of any kind that I, my minor child or my next of kin may suffer, which I, my spouse, heirs, representatives, executors, administrators and assigns may now have or have in the future, howsoever the injury is caused, including whether by the ordinary negligence of FCCEX or otherwise, and which arise or may hereafter arise as a result of or in any way related to my participation, or that of my minor child in the Tour.

I understand clearly by signing this release, I will be forever prevented from suing or otherwise claiming against the FCCEX for any loss or damage connected with any property loss or personal injury or death that I or my minor child may sustain while participating in or traveling to or from the Tour, whether or not such loss or injury is caused solely or partly by the negligence of FCCEX. Therefore, I, the undersigned, in consideration of FCCEX's support of the Tour and my participation in it, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS FCCEX from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation, or that of my minor child, in the Tour.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Tour and the use of facilities, equipment, or services in association with the Tour, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Program.

I understand that I will be solely responsible for any loss or damage, including death, which I or my minor child sustain or cause, whether in whole or in part, while participating in the Tour and my and my minor child's use of facilities, equipment, or services in association with the Tour, and that by this agreement I am relieving FCCEX of any and all liability for such loss, damage or death.

Medical Treatment. I hereby release and forever discharge FCCEX from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or to my minor child in connection with an emergency or health problem during our participation in the Tour.

I acknowledge that I have been advised to purchase medical and travel insurance for myself and my minor child, participating in the Tour. I understand that FCCEX assumes no responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, accident, monetary loss or property damage.

**Accompanying Minor Child.** I understand and acknowledge that FCCEX assumes no responsibility of any sort for any injuries suffered, or costs/damages incurred or sustained by me or by my accompanying minor child. I fully discharge and release FCCEX from any and all claims, liabilities and demands of any type or nature, made on behalf of or by my minor child, arising from participation in the tour. I acknowledge that if I have more than one minor child accompanying me as a participant in the Tour, than all references to "minor child" in this document shall be inclusive of all my minor children participating.

**Other.** I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under law. This document shall be subject to and interpreted according to the laws of the state of Ohio.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of FCCEX permitting my participation and my minor child's participation in the Tour and our use of any and all facilities, equipment, or services associated with the Tour.

I understand that this agreement cannot be modified or interpreted except in writing by FCCEX and that no oral modification or interpretation shall be valid. This agreement is and shall be effective and binding upon myself, my spouse, heirs, representatives, executors, administrators and assigns.

I acknowledge hereby that I have thoroughly reviewed this document and that I have had the opportunity to consult with an attorney of my choice. To express my understanding and acceptance of this release, I sign here in front of a witness.

**Tour Participant**

Name: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Minor Child \_\_\_\_\_

Signature of Parent(s)/Guardian(s) \_\_\_\_\_

**Witness**

Name: (please print) \_\_\_\_\_

Signature \_\_\_\_\_