

## Premier Tour and Travel

Office: 724-342-4546 499 N. Hermitage Road, Suite B, Hermitage, PA 16148 Toll Free: 877-788-8747

### PARENT, CUSTODIAN OR GUARDIAN TRAVEL CONSENT, WAIVER OF LIABILITY

I, (print your name) \_\_\_\_\_, the (circle one) parent, custodian or guardian of (print child's name) \_\_\_\_\_, hereby authorize and consent to my child's attendance and participation in the \_\_\_\_\_ tour provided by Brookside Management, LLC, d/b/a Premier Tour and Travel. I also understand and agree to the following:

**RELEASE:** In consideration for my minor child being permitted to participate in the program, related events and activities, the undersigned acknowledges and agrees that as the natural parent and/or as the legally authorized guardian, do hereby for myself, my spouse, my child's biological parent, and my child agree not to sue and hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property whether caused by Premier Tour and Travel, its employees, representatives, subcontractors, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, assigns, and the owner(s) of Premier Tour and Travel (collectively Premier Tour and Travel). Furthermore, without limitation, Premier Tour and Travel is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes of other labor activities, criminal or terrorist activities of any kind, overbooking, mechanical or other failure of buses or equipment or any failure of transportation to arrive or depart timely, I agree that this release shall be legally binding upon me personally, my spouse, the biological parent of my child and my child, my and their parents, heirs successors, assigns, and legal representatives, it being my intention on behalf of my minor child to fully to assume all the risks associated with this activity and to release Premier Tour and Travel from any and all liabilities to the maximum extent permitted by law by any relevant law. By entering into this Agreement, I am not relying on any oral or written representations or statements made by Premier Tour and Travel, other than what is set forth in this agreement.

Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, swimming, participating in trip activities, differing standards of safety, risks associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. Your child is voluntarily participating in these activities with the knowledge that there are significant dangers involved, and on behalf of your child, you hereby agree to accept any and all risks. As lawful consideration for the agreement with Premier Tour and Travel to participate in such trips and activities you agree that on behalf of your child or on behalf of yourself or your spouse or the other biological parent, no claim will be made against Premier Tour and Travel, its related companies or its personnel, or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, or your child traveling to or from, or in any and every other way participating in the trip. You release Premier Tour and Travel, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of your child and all members of your family. This agreement also binds your heirs, legal representatives and assigns.

**MISCELLANEOUS:** I understand that Premier Tour and Travel reserves the right to refuse as a participant or remove from the activity any person it determines might detract from the enjoyment of the activity by others, or those who engage in conduct during the activity that is disruptive, unlawful, or otherwise unsuitable. I agree that my minor child will follow all written and verbal rules of safety presented by Premier Tour and Travel, including the rule that swimming at hotel facilities is strictly prohibited to all participants.

I am the parent or legal guardian of the participant and (if married) I have discussed this release with my spouse, the other biological parent of my child and I have the authority to execute this release on behalf of my spouse and/or the other biological parent. I am of legal age and am freely signing this agreement on behalf of my child, my spouse (if married) and myself. I HAVE READ THIS FORM AND UNDERSTAND THAT BY SIGNING THIS FORM; I AM GIVING UP LEGAL RIGHTS AND REMEDIES ON BEHALF OF MYSELF, MY CHILD, MY SPOUSE, ESTATE, HEIRS AND/OR ASSIGNS.

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian Date

\_\_\_\_\_  
Student's Name School Grade

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Email address

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Revised 01/23/2019