

## **Acceptance of Risk, Waiver and Release of Liability Agreement**

Insight Cities LLC and its respective employees, agents, representatives, independent contractors and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default of any company or person in performing tour guiding, sightseeing, excursions, transfers, or any other activities connected with Insight Cities services.

Responsibility is not accepted for losses, injury, damages or expenses of any kind due to sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. Insight Cities is not responsible for any baggage or personal effects of any individual participating in the tours / trips arranged by Insight Cities. Individual travelers are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.

The tour participants recognize and assume the risks of travel and fully and forever release Insight Cities LLC, the specific tour guide leading the tour and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses regardless of severity, damages, death or injuries to persons or loss of property, which may be sustained in connection with or in any way relating to this trip, tour, excursion, sightseeing, or transfer due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releasees or any other person or persons.

Under no circumstances will Insight Cities be liable to You for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or from the provision of any tours or other services purchased from the [www.insightcities.com](http://www.insightcities.com) website. Furthermore, the TOTAL liability of Insight Cities arising with respect to this Agreement shall in no event exceed the total amounts paid by You to Insight Cities under this Agreement.

You acknowledge that all travel involves an element of risk and You hereby assume all such risk to Yourself or Your Minor child/ward and You, your estate, your family, heirs and assigns hereby release Insight Cities LLC and the Tour Guide from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, to You that may occur as a result of your participation in the tours offered by Insight Cities or as a result of the negligence of any party, including the Tour Guide or any employee, officer, agent, contractor or assign of Insight Cities, whether such negligence is passive or active.

You are strongly encouraged to obtain suitable medical insurance prior to participating on a tour.

By purchasing from Insight Cities you agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). You waive any and all claims You may have now and in the future, and release from all liability and agree not to sue Insight Cities, its officers, agents, representatives, employees, independent contractors and tour guides [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by You as a result of your participation in a tour or experience offered by Insight Cities due to any cause whatsoever, including without limitation, negligence on the part of Insight Cities, its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. You further agree that if You violate this agreement and attempt to bring suit against any part of

parties named herein, that You will be held responsible for attorney's fees and any costs incurred by that party in defending such action.

You are being made aware that the tours and activities offered, in addition to the usual inherent dangers and risks, have certain additional dangers and risks, some of which include: physical exertion for which You may not be prepared and weather extremes subject to sudden and unexpected change. You accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting therefrom. You agree that if You suffer injury or illness Insight Cities or its Staff can, at your own cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for Your health and safety. In entering this Waiver and Release, You are not relying on any oral, written nor visual representations or statements by Insight Cities or its Staff or any other inducement or coercion to go on the tour. You confirm that, on Your own free will, You have read and understood the Terms and Conditions of this walking tour or activity and Waiver and Release and agree that this Waiver and Release will be binding upon Your heirs, next of kin, executors, administrators and successors.

By purchasing the tour(s) You affirm that You have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.