

## Ashé Cultural Tours, LLC

**THIS IS A THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT** (the "Agreement"). Please read it carefully before signing.

**INHERENT RISKS OF TRAVEL:** You understand that travel (regardless of the mode of transportation) and your involvement particularly in activities that may be planned on this tour contain inherent risks of injury, illness, emotional trauma or death, which may be caused by negligence, natural occurrences, or other known or unknown causes. You hereby acknowledge that such risks may be present at any time before, during and after the tour that You are participating in with a Ashé Cultural Tours, LLC (hereinafter "Ashé"). You are also aware that medical services may not be readily available or accessible during certain times of travel, and that evacuation, if necessary, may be unduly delayed, complicated and expensive. In all cases, tour participants are responsible for comprehending all conditions stated and implied in the trip itinerary and selecting a tour that is appropriate to their interests and abilities; for preparing for the tour by carefully reviewing the itinerary and any other tour advisories or literature provided by Ashé; for bringing clothing and equipment suitable or appropriate for the tour environment and for following normal standards of personal safety, as may be advised by the tour leader or local guides in order to alleviate the dangers of disease or injury that tour participants may be exposed to. YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY INSCRIBING YOUR INITIALS HERE: \_\_\_\_\_

**RELEASE FROM LIABILITY:** To the fullest extent permitted by law, You waive any right or cause of action of any kind whatsoever against, and release from any liability whatsoever, Ashé, and its officers, directors, employees, agents, affiliates and independent contractors ("Released Parties") arising from your participation in the tour, excepting only liability that directly arises from the gross negligence or willful misconduct of Ashé. This waiver and release shall apply to any claim of injury to person or property, including but not limited to any personal injury, sickness, death, dismemberment, loss or destruction of personal property, inconvenience or delay or disruption of services, suffered in preparation for, arrival at, during, or in departure from the trip. You fully expect and agree that this waiver and release is also binding upon your heirs, personal representatives, executors, successors, and assigns. YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY WRITING YOUR INITIALS HERE: \_\_\_\_\_

**THIRD PARTY SUPPLIERS:** You understand and acknowledge that Ashé is merely acting as an agent of the travel service providers selected for this tour. You further agree that Ashé, to the fullest extent permitted by law, is not liable for any claims, damages or other financial loss whether to person or property resulting from any act or omission of a transportation company, hotel, accommodation provider, restaurant, or other company or person providing services included in the tour. YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY WRITING YOUR INITIALS HERE: \_\_\_\_\_

**COUNTRY CONDITIONS:** Ashé has no special knowledge regarding the financial condition of travel service providers selected for your tour, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers during overseas travel, Ashé recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov). We also encourage you to register with the State Department's Smart Traveler Enrollment Program (STEP) to receive alerts and warnings that may issue in the future regarding your travel destinations. STEP enrollment enables the embassy better assist you in case a personal emergency arises during your overseas travel. For medical information, Ashé recommends contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel). Each participant assumes full and complete responsibility for checking conditions related to health, safety,

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security, political stability, and labor or civil unrest at the travel destinations displayed on your itinerary. You, hereby, release the Released Parties from all claims arising out of any problem covered in this paragraph.

**ENTRY REQUIREMENTS:** Please be advised that the Republic of Cuba requires American citizens to obtain either a visa or tourist card to enter the country. Normally, the airline or charter company assists with visa services at the airport or prior to travel for a fee. Upon request and with enough advance notice, Ashé may also be able to process your visa. Regardless of which parties assist in processing your visa, participants assume full responsibility for complying with passport, visa, or other entry requirements.

Please be further advised that the Republic of Cuba also requires all foreign visitors to pay a \$25 fee for health insurance to cover them for illnesses and accidents which may occur during travel. Most airlines collect this fee on behalf of passengers and bundle the expense into the airfare. Ashé has no role in the purchase or acquisition of Cuban health insurance and makes no representation as to the adequacy of coverage or the quality of the Cuban health system.

**HEALTH AND TRAVEL INSURANCE:** Each participant is encouraged to have a physical checkup and have his or her own health insurance policy as well as travel insurance. Ashé is not responsible for illnesses that may occur while traveling. Since certain aspects of the tour can be physically exerting, all persons who suffer from any physical impairment, which could hinder them from normal participation, must disclose such impairments or physical limitations in writing. By signing this agreement, You hereby grant permission for emergency first aid to be administered if deemed necessary. If an emergency or health crisis should occur on the tour, Ashé, through its contracted agent or tour guide, shall attempt to obtain medical assistance, if it is available; however, the cost of such medical assistance shall be the responsibility of the participant. Ashé strongly recommends that you talk to an insurance agent about obtaining the following types of insurance, which You understand are commercially available:

Travel Accident Insurance	Accidental death and disability	Emergency medical evacuation
Major Medical Trip cancellation	Loss of Personal Effects	

Please note that some of the above forms of coverage may be redundant with the health insurance sold by the Cuban government (please see previous section) ; that is why We encourage You to ask an insurance agent for advice on the appropriate form of coverage. Anything to the contrary notwithstanding, You agree to hold the Released Parties harmless for your failure to obtain insurance coverage and for any cost or claims, which could have been covered by the types of insurance listed above if it had been obtained. To the extent permitted by law and excepting only liability that directly arises from the gross negligence or willful misconduct of Ashé, You agree to indemnify and hold Ashé harmless if any claim is brought resulting from or related to medical care or assistance provided to You or not provided to You. YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE: \_\_\_\_\_

**INDEMNIFICATION:** You also agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including all reasonable attorney's fees and costs incurred by any Released Party) initiated by any third party and arising from, attributable to or related to your own negligent actions or conduct, occurring during the trip, and which is alleged to have caused personal injury, loss or damage to any such third party. YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING YOUR INITIALS HERE: \_\_\_\_\_

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**COOPERATION:** As a group tour participant, You acknowledge and recognize that the group endeavor requires compromise to accommodate the personal desires, capabilities and objectives of other tour participants. You agree to act at all times in an appropriate social manner with the other tour participants and to act in a considerate and respectful manner in accordance with the customs of all places visited.

**OFAC LICENSE:** Ashé operates the people-to-people program to Cuba under a general license issued by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) and, as dictated by U.S. law, all participants are required to adhere to a **full-time schedule** of activities designed to **inform, educate and promote meaningful interaction with the people of Cuba**. You should expect to have limited personal free time. Ashé specifically designs its Cuba itinerary in order to comply with OFAC rules and requirements. Pursuant to such regulations, You agree to adhere to the full-time program established by Ashé. We reserve the right to make changes to the published itinerary, due to inclement weather, lack of accessibility or other unforeseen circumstances but we will use our best efforts to replace the delayed or canceled people-to-people activity with another qualifying or equivalent activity.

**RECORD KEEPING REQUIREMENTS:** Each participant is required to keep a general written record of each day's activities in Cuba as to the various sites visited and transactions or activities engaged in. We recommend that participants keep a journal of their daily activities and retain all purchase receipts they receive while in Cuba. Such records must be kept and retained by the participant to be made available for examination upon demand by (OFAC) for at least five (5) years from the date of each transaction. Ashé will use its best efforts to inform participants of any future changes or enhanced restrictions to U.S. government travel rules which may affect the continued legality of certain travel related transactions.

**SUPPLIER CONTRACTS:** You acknowledge that Ashé uses other travel service providers which have their own contracts covering cancellation penalties and other terms and conditions, and that You may be bound by those contracts regardless of whether You receive notice of their terms. By signing below, You are consenting to those terms and conditions.

**CHANGES IN TOUR PRICES:** You acknowledge and understand that all tour prices and fares have been quoted to You, in good faith, in U.S. dollars. Such quotes are subject to change either before or after purchase due to exchange market fluctuations, additional taxes or fees imposed by a government or travel service provider, the risks of which You assume.

**PHOTOS:** I hereby grant Ashé, its directors, officers, employees, agents, and designees non-revocable permission to capture my image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). I acknowledge that Ashé will own such Images and further grant Ashé permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to Ashé's business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by the AVMA prior to its use. I forever release and hold the AVMA harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity. YOU VERIFY THAT YOU UNDERSTAND AND ACCEPT THIS STATEMENT BY INSCRIBING YOUR INITIALS HERE: \_\_\_\_\_

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**GOVERNING LAW:** The laws of the State of Maryland govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. You agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of Maryland located in Queen Anne's County. In the event any action or proceeding is initiated by You in a court outside of Queen Anne's County, Maryland, You agree to pay Ashé's costs and reasonable attorney fees associated with defending such action or proceeding. The parties agree that in the event that any action or proceeding is initiated by either party in Queen Anne's County, Maryland, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

**SEVERABILITY:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall survive and remain in full force and effect. Notwithstanding, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

\*A parent or guardian of a minor child participating on a tour must sign this Agreement on behalf of such individual.

\*As a parent or guardian of the above applicant, You acknowledge your approval of the agreement. You further agree that if this agreement is found, for any reason, to be unenforceable with regard to the above undersigned participant, that You will personally indemnify and hold harmless Ashé for any liability imposed upon Ashé with respect to the participant and/or against any claim brought or which may be brought by the above undersigned participant against Ashé.

Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian\*: \_\_\_\_\_ Date \_\_\_\_\_