

HONOR AIR TOUR CONDITIONS & WAIVER OF LIABILITY

(Please read, sign and return one copy)

I, _____, am about to voluntarily participate as a passenger in various activities of HONOR AIR, a community service program of the Rotary Clubs of Rotary District 7670 (Western North Carolina) (hereinafter referred to as Honor Air). In consideration of valuable services provided in allowing me to participate in these activities, I, for myself and my heirs, administrators, executors, assigns, agents and successors, agree that the responsibility of Honor Air and Rotary District 7670 (and its member clubs) is strictly limited. Honor Air has organized certain travel services, including air and surface transportation, which Honor Air purchases or reserves from various commercial suppliers. The suppliers providing travel services for the Honor Air tour program are independent contractors and are not agents or employees of Honor Air or Rotary District 7670. Neither Honor Air nor Rotary District 7670 acts as agent for any party whatsoever. Honor Air and Rotary District 7670 are not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier, motorcoach line or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services.

Furthermore, as a result of my participation in the activities of Honor Air, I agree that neither Rotary District 7670 nor any representative, officer or agent shall be liable for any accident, injury, property damage or personal loss to me in connection with any transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions, including, but not limited to, acts of terrorism, war, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of, or changes in, itinerary or schedules.

Honor Air and Rotary District 7670 reserve the right to decline or not retain any person as a member of any tour or to cancel or alter the tour without notice. However, no person will be refused from participation in a tour based on race, sex, excess age, religion, disability or any other grounds for which refusal would violate any federal, state or, other governmental laws or regulations. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable any such provision in any other jurisdiction. I hereby authorize and give full consent to Honor Air and Rotary District 7670 to copyright or publish all photographs, movies, videos, or tape recordings in which I appear while a participant in any and all Honor Air programs. Honor Air and Rotary District 7670 may use or cause to be used the above described materials for any purposes without limitation or reservation.

I have read, understand, and agree to the above statement and waiver of liability and all written materials concerning this tour including, but not limited to, tour conditions, liability and tour cancellation.

Signature of Participant

Date: _____

Name of Participant and Address (Please Print)