

McWhiney History Education Group DBA Bear Leader Tours 1 McMurry University, #637 Abilene, TX 79697 Phone: 325.793-4686 <u>director@tfhcc.com</u> Each person needs to fill out an application.

TRAVELER INFO FORM - TIF

| TOUR: Washington, D.C., Gettysbur | g and Beyond | TRAVEL | DATES: | June 14- June 26, 2018 | |
|--|---|--|---|---------------------------------|--|
| Legal Name of Traveler (last, first): | | | | | |
| DOB: Age at travel: | Cell: A | | | Alt. Phone: | |
| Address: | Email: | | | | |
| City: | State: | | ZIP Code: | | |
| Emergency Contact | | | | | |
| Name of a friend/relative: | | | | | |
| Address: | | Phone: | | | |
| City: State/Zip: | | Email: | | | |
| Relationship: | | | | | |
| PLEASE WRITE WHO IS RESPONSIBLE FOR PAYMENT OF TOUR: | | | | | |
| Name: | | | | | |
| Email: | | | Phone: | | |
| PAYMENT INFORMATION | | | | | |
| \$4,020.00 (flights not incl.) Double Occupancy \$5,800.00 (flights not incl.) Single | Make checks to McWhiney History Education \$1,000.00 Due April 1, 2018 A 3.5% C C f ee will be applied if using credit Please Call to process | | | April 1- \$1,000 payment due | |
| Occupancy Based on 20 people | | | card. | May 1 – Full payment due | |
| \$5,140.00 (flights not incl.) Double Occupancy \$6,900.00 (flights not incl.) Single Occupancy Based on 12 people | | | | | |
| ALLERGY/MEDICAL INFORMATION | | | | | |
| Please list any rood preferences/allergies. | | Please list anything important for someone to know in an emergency situation. Of course, it is your right not to list anything. Please note this is only for emergency purposes, anything a doctor would need to know if you choose to do so: | | | |
| Anything else that is important to know: | | | | | |
| CANCELLATION POLICY | | | | | |
| 74-59 days prior - 50% of payments not refundable (less deposit) 60-30 days prior - 75% of payments not refundable (less deposit) 29 days prior to departure - day of departure: No refund If trip is canceled by Bear Leader Tours a full refund will be issued to traveler, | | | Cancellation must be received in writing via email,or letter from the traveler directly. Date is effective on date cancellation received. | | |
| | | | | | |
| Signatures | | | | | |
| I have completely read and fully understand the "Release and Agreement", the cancellation policy and agree to be bound hereby, and to comply therewith. Signature below covers any and all photography releases and permission, no payment made, for use by McWhiney History Education Group | | | | | |
| Signature of traveler: | | | Date: | | |
| | | | | | |

Release of Liability and Assumption of All Risks Agreement

Please read thoroughly and carefully. Signature below states that you have read and understand the agreement as stated. **McWhiney History Education Group DBA Bear Leader Tours does not own any entity that provides goods or services for your tour,** including lodging, transportation, transportation companies, restaurants, other food service providers, gear/equipment suppliers, adventure suppliers, etc. Therefore, McWhiney History Education Group DBA Bear Leader Tours is not responsible or liable for any negligent or willful act or failure to act of any third party or third person.

I, as a willing participant, acknowledge that I have voluntarily signed up for the tour stated in this application. I am participating in this tour with knowledge of the various seen and unforeseen risks and dangers involved, including but not limited to the following: negligence in any manner on the part of McWhiney History Education Group DBA Bear Leader Tours including, without limitation, negligence in the conduct or arrangement of the tour in any respect from inception to completion, negligence with regard to equipment selection and/or maintenance, in the maintenance or operation of any motor vehicle utilized to transport travelers, etc.; forces of nature; transportation failures of any plane, train, auto, by foot or by any other conveyance; physical excursion for which I was not prepared for or aware of even the possibility of such excursion; consumption of alcohol; risks associated with food (including allergies), impure water, civil unrest, terrorism, criminal activity of outside or participating party, accident of illness without access to means of rapid evacuation or availability of medical supplies or services, high altitude, dangers with tame or wild animals, breakdown of any and all equipment; the adequacy of medical attention once provided; and stolen, lost or misplaced luggage or any property. I also understand that my enjoyment of adventure travel and the very nature of adventure travel come, in part for the inherent risks incurred by such activities and travel beyond the accepted safety of life at home or work. That these inherent risks contribute to enjoyment, being a reason for my participation.

I hereby agree to be a responsible traveler, taking full responsibility for my actions, my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, death or emotional trauma or situation.

I also understand that the cost of all tours is based on tour participants signing and returning this Liability and Assumption of All Risk Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby Release and Discharge forever McWhiney History Education Group DBA Bear Leader Tours from and against any and all liability arising from my participation in the tour(s). I also agree that this release shall and will be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representative, it being my full intention to assume all the risks associated with this trip and to release McWhiney History Education Group DBA Bear Leader Tours from any and all liabilities to the maximum extent permitted by law.

I also understand that I am to respect the laws of each destination. If, for any reason, I am detained in said destination, it is my responsibility to meet up with the group at the next destination. All costs associated with rejoining the group and any and all costs associated with such a detainment are also my responsibility. As the Tour Guide, an independent contractor with McWhiney History Education Group DBA Bear Leader Tours has the responsibility and safety of the group in top priority; she/he has the ultimate decision to deny any traveler (including myself) from rejoining or continuing on a tour if necessary. Therefore, I understand that travelers may be asked to leave the tour if their actions and continued participation in the tour may prove detrimental to the individual or group's well-being, as well as the enjoyment of others. Travelers are responsible for any and all expenses if asked to leave. McWhiney History Education Group DBA Bear Leader Tours is not responsible for any refund for any portion I do not/am not able to participate in if such a situation arises. Respect is of high regard.

I understand that McWhiney History Education Group DBA Bear Leader Tours **reserves the right to decline to accept, or to restrain from further participation, any person that is judged to be incapable of meeting the health and any and all requirements of participating in the tour's activities**, or any person whose actions or detainment is judged unsuitable to travel with a group. Travelers are responsible for any and all costs necessary for travelers to return home or to another destination of their choice, as long as it is not "shadowing or going ahead of" the tour group.

I have read and understood the legal ramifications and contents of this agreement. I have also read and understand all itineraries & General Information, including but not limited to everything including cancellation/refund policy.

I understand that I have signed this under my own free will and that it is legally binding and enforceable. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full effect.

Full name, printed

Full name, signature

Date

Printed name of guardian/parent if a minor Signature of parent or guardian

Date