

PASSIONATE PALATE TOURS LLC

Participant Release and Waiver of Liability

I, the undersigned, am voluntarily participating in travel with Passionate Palate Tours LLC and acknowledge and agree to the following conditions.

1. **Limitation of Liability.** As with all travel, there is always an element of risk present, and I understand and assume responsibility for any risks associated with any activity sponsored by Passionate Palate Tours LLC. I waive and release Passionate Palate Tours LLC, its owners, agents, employees, representatives and independent contractors, from any and all liability for my death, disability, personal injury, property theft, property damage or any actions of any kind which may be occasioned by any cause whatsoever in relation to my participation in any event sponsored by Passionate Palate Tours LLC. I further agree to indemnify and hold harmless Passionate Palate Tours LLC, its owners, agents, employees, representatives and independent contractors from any and all liabilities or claims made by other individuals or entities as a result of my actions, behavior or inactions during the trip. Passionate Palate Tours LLC, its owners, agents, employees, representatives and independent contractors assume no responsibility whatsoever in connection with the operation, safety, condition, service or failure to adhere to a published schedule of any aircraft, motor vehicle, boat, other conveyance, hotel, inn, winery, place of business or restaurant which may be used for services to Passionate Palate Tours LLC trip participants.
2. **Trip Changes.** Passionate Palate Tours LLC reserves the right, either prior to or after departure, in its good faith discretion, to change or reprice any tour as necessary. While we try to keep changes to a minimum, unforeseen circumstances (for example weather, strikes, acts of God, dangers, etc.) can happen. Changes can include, but are not limited to, the right of Passionate Palate Tours LLC to alter or omit any point of the itinerary, to substitute hotels, restaurants, activities, leaders, or to change any means of transportation without notice and without allowance for a refund, with the liability for increased costs - if any - to be borne by trip members.
3. **“General Information”.** I have read and understood the “General Information” page of the website, stating what’s included and not included, insurance recommendations, information on trip arrangements, your responsibilities, reservations and deposits, cancellations and refunds, and trip changes.
4. **Photographic Record.** Any photographs, films or videos taken of me while participating in a Passionate Palate Tours LLC trip may be freely used for promotional and commercial use.

I hereby certify that I have read this document and I understand its terms. I understand that Passionate Palate Tours LLC in requesting and receiving this Release and Waiver of Liability has relied upon the same in allowing my participation in its travel program. This Participant Release and Waiver of Liability applies to any and all trips, including those that are re-scheduled from their original date. This Participant Release and Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Name: _____ Date: _____

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