



RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** (the "release"), is executed on this day _____ by _____, (the "participant") in favor of **Blue Ridge Tours, Inc.**, its owners, directors, officers, employees, and student travel coordinators of **Blue Ridge Tours, Inc.**

The Participant desires to participate in Blue Ridge Tours, Inc. Touring Program (Touring Program) on their own accord and voluntarily, and without duress executes this Release under the following terms:

1. **Waiver and Release.** Participant releases and holds harmless **Blue Ridge Tours, Inc.**, its successors and assigns, from liability, claims and demands of whatever kind or nature, either in law or in equity, which arise from Participant's participation in the Touring Program. By signing this, Participant discharges **Blue Ridge Tours, Inc.** from any liability or claim that Participant may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's participation in various activities in the Touring Program. Participant also agrees that restitution for non-participation due to late arrival is not the responsibility of **Blue Ridge Tours, Inc.** Participant also understands that **Blue Ridge Tours, Inc.** does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance.

2. **Medical Treatment and Insurance.** Participant releases and forever discharges **Blue Ridge Tours, Inc.** from any claim whatsoever which arises now, or later account of any first aid, treatment, or service rendered in connection with the Participant's participation in the Touring Program. Participant understands that **Blue Ridge Tours, Inc.** does not maintain any health, medical, disability, or liability insurance for Participants. Each Participant is expected and encouraged to have medical or health insurance coverage in effect while participating in the Touring Program.

3. **Assumption of Risk.** The Participant understands that **Blue Ridge Tours, Inc.** may include activities that may be physical and may cause injury. Participant assumes the risk of injury or harm in these activities and releases **Blue Ridge Tours, Inc.** from all liability for injury, illness, death, or property damage resulting from the activities of the Participant's participation in the Touring Program.

4. **Other.** This release is intended to be as inclusive as the laws of South Carolina and all states visited in the Touring Program permit and that it shall be governed by the laws of South Carolina. Volunteer agrees that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year written above.

Witness: Participant:

Sign: _____ Sign: _____

Print: _____ Print: _____

Phone: _____