

Kaydie's Tours of Provence, Inc. Liability Disclaimer  
***Acknowledgment and Assumption of Risks, Release of Liability and Indemnity Agreement***  
***(Please Read Carefully)***

Kaydie's Tours of Provence, Inc., (KTP), is a foreign language instruction company that provides limited travel tour services in France. KTP provides guided tours and language translation services. Every person wishing to participate in the tours (and in the event that the participant is a minor, the parents or guardians) must as a condition to his/her participation read and agree to the terms of this Agreement:

I certify that I have **adequate travel insurance** to cover any injury or damage I may cause or suffer while participating in KTP's tours, or else I agree to bear the costs of such injury or damage myself and all related costs, such as evacuation, etc. I have been strongly advised to obtain **travel insurance** which, under certain circumstances, insures against unforeseen travel issues and risks such as inability to participate in the tour, travel/tourism bankruptcies, cancellations, interruptions, delays, lost/stolen/damaged travel documents and personal property, medical expenses, evacuation and other emergency transportation.

I understand it is my responsibility to choose a trip that fits the abilities, level of fitness and health of myself and my family. It is understood and agreed that KTP assumes no liability for injury, damage, loss, accident, medical expenses, delay or irregularity which may be occasioned for any reason whatsoever due to its own acts or omissions or through the acts or omissions of any company or person engaged by KTP, its agents, its employees and its subcontractors for the purpose of housing or transporting traveler or in carrying out the arrangements of the tour, and KTP accepts no liability or responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, or other causes. The right is reserved to KTP to cancel any tour prior to departure in which later case a refund of payments received will constitute full settlement to traveler. No refund will be made for any unused portion of the tour unless arrangements are made prior to the departure from the United States.

I agree that I, my family and my heirs will not sue KTP or otherwise make any claim on account of any injury, loss of life, or damage and intend this release of liability to be effective even if the injury, loss of life, or damage results from KTP's negligence. If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against KTP, I agree to indemnify KTP and pay all damages, costs, fees, expenses and attorneys' fees incurred by KTP in defending such claims. In no event will KTP's liability to a traveler be greater than the amount of the fees paid by the traveler to KTP for the tour, even if the amount of damages suffered by the traveler may be greater than this amount.

I agree that the interpretation of this document or of any other aspect of my relationship with KTP shall be governed by the law of the State of Florida, U.S.A. and that any legal action shall only be brought in Alachua County, Florida. If any provision of this document is found to be invalid or unenforceable, the remaining provisions of this document shall be enforceable to the maximum extent permitted by law.

This is the entire agreement of KTP and me, the participant, regarding liability for the tour.

**Persons covered under this agreement (all participants) must sign below:**

_____	_____	_____
PRINT NAME	SIGNATURE	DATE
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

**Kaydies Tours of Provence, Inc.**



**By Kaydie Vistelle, President**