CREATIVE ARTS LEAGUE OF SACRAMENTO WAIVER

RELEASE OF LIABILITY WAIVER OF CLAIMS & AGREEMENT TO HOLD HARMLESS

Each attendee must sign this waiver. ***It is good for all 2019 tours.***

Please submit this waiver along with your registration form to:
CALS Tours, % Jo Pine, P.O. Box 2241, Fair Oaks, CA 95628

I acknowledge that I have voluntarily agreed to participate in a Creative Arts League of Sacramento (CALS) sponsored bus tour. I understand I will be riding on a bus (or other mode of transportation) that is not owned or operated by CALS or any of its officers, directors or members. Further, I understand that I will be touring a facility that is not owned or operated by CALS or any of its officers, directors or members. For valuable consideration and to induce permission to participate in said CALS sponsored bus tour, I hereby agree as follows:

1. To **ASSUME ALL RISK** of property damage, personal injury and/or death arising from participation in the CALS sponsored bus tour.

2. To **WAIVE ANY AND ALL CLAIMS** that I now or in the future may have against CALS or any of its officers, directors, members or volunteers for any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation, due to any cause whatsoever, including but not limited to, negligence on the part of CALS or any of its officers, directors, members or volunteers.

3. To **RELEASE FROM LIABILITY AND HOLD HARMLESS CALS** or any of its officers, directors, members or volunteers from any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participating in the CALS sponsored bus tour, due to any cause whatsoever, including, but not limited to, negligence or fault on the part of CALS or any of its officers, directors, members or volunteers.

4. To **COVENANT NOT TO SUE** or make any demand or claim against the CALS or other parties released, for or by reason of any such damage or personal injury from my participation in the CALS sponsored bus tour. I agree to pay all fees, damages and costs, including attorney's fees, which CALS or other parties released may incur in the enforcement of this Agreement.

5. I understand that a **PHOTOGRAPHER** will be documenting CALS Tours for archival purposes and may occasionally use these photos for Informational and Marketing purposes. I further warrant that I am 18 years old or older at the time of signing, or that I am the parent or legal guardian of the below named participant who is under the age of 18. In that event, I make these representations and agree to the terms of this Agreement on behalf of said minor, as well as myself, and I agree to assume responsibility for his/her safety.

If any part of this Agreement is found to be unlawful or unenforceable, the remaining parts shall continue in effect and shall be fully enforceable. This Agreement shall be interpreted and enforced under California law. Any litigation to enforce or challenge the validity of this Agreement shall be commenced in the courts of the County of Sacramento, California. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives.

I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of all terms regarding the parties' relative liability.

_____	_____	_____
Date	**Participant Name-Printed**	**Participant/Guardian-Signature**

Should you need to cancel your reservation for any reason, all money will be returned up to 14 days prior to the trip. After that time, THERE WILL BE NO REFUNDS.