



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This agreement entitled Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement is referred to as the "Agreement." In consideration of being permitted to participate in the RunQuest Travel Portugal running tour, I, on behalf of myself and my personal representatives, executors, administrators, heirs, next of kin, guardians, successors, and assigns hereby understand, acknowledge, agree, represent, and warrant as follows.

1. I am fully responsible at all times for my own health and safety while participating in the RunQuest Travel Portugal running tour including, but not limited to, all times while I am running, traveling, staying in accommodations, and all other times.

2. Participating in running in general and specifically in the RunQuest Travel Portugal running tour are activities that involve risks and dangers to my personal health and safety including, but not limited to, death, disability, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, strokes, and injuries to bones, joints, and muscles. I am voluntarily participating in the RunQuest Travel Portugal running tour and all associated activities with a full knowledge and understanding of all risks and dangers to my personal health and safety. I assume full legal and other responsibility for all (A) physical, psychological, and other injuries that occur to me, (B) my disability (C) my death, and (D) damages to my property that arise from my participation in the RunQuest Travel Portugal running tour and all associated activities including, but not limited to, the extent to which my injuries, disability, death, and property damages arise out of the negligence or other conduct or failure to act on the part of RunQuest Travel, LLC; any guides, employees, agents, members, owners, contractors, and other persons and entities associated in any way with RunQuest Travel, LLC; any other participants in the RunQuest Travel Portugal running tour; any other persons or entities; or me.

3. At all times while participating in the RunQuest Travel Portugal running tour, I will evaluate to my satisfaction whether the conditions are safe for me. If at any point I determine that conditions are unsafe for me, I will promptly advise a guide of RunQuest Travel, LLC and withdraw from that activity.

4. Certain medical conditions or physical disabilities including, but not limited to, heart or respiratory conditions, if present, may increase my risk of bodily or psychological injury, disability, or death if I participate in the RunQuest Travel Portugal running tour. I have consulted with or will consult with my personal physician in order to determine that I do not have any such medical conditions or physical disabilities. No physician or other medical professional has advised me that I have any such a medical conditions or physical disabilities. In the event any such medical conditions or physical disabilities occur, I will immediately cease participating in activities involved and associated with the RunQuest Travel Portugal running tour.



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5. I release, waive, and discharge, and covenant not to sue RunQuest Travel, LLC; any guides, employees, agents, members, owners, contractors, and other persons and entities associated in any way with RunQuest Travel, LLC; any other participants in the RunQuest Travel Portugal running tour; any other persons or entities; and, as applicable, their officers, directors, members, owners, shareholders, employees, agents, insurers, affiliates, personal representatives, executors, administrators, heirs, next of kin, guardians, successors, and assigns ("Released Parties") from any and all liability, demand, and claim for bodily injury, psychological injury, or death to me; loss of or damage to my property; arising out of my presence at or participation in the RunQuest Travel Portugal running tour and all associated activities ("Claims") including, but not limited to, Claims caused in whole or in part from the negligent conduct or omissions of any of the Released Parties.

6. I covenant not to sue in a court of law or equity or to otherwise pursue a legal action against any of the Released Parties relating to any Claims.

7. I agree to indemnify and save and hold harmless the Released Parties from any loss, liability, damage, and cost including, but not limited to, attorney's fees that any of the Released Parties may incur arising from my presence or participation in the RunQuest Travel Portugal running tour and all associated activities resulting in whole or in part from my intentional or negligent conduct or omissions.

8. I understand that this Agreement is intended to be as broad as permitted by all applicable laws. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, or must be reformed by a court, for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions of this Agreement (including, but not limited to, all portions of any paragraphs or sections of this Agreement containing any such provision held to be invalid, illegal or unenforceable and any application thereof that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and shall be enforced to the fullest extent permitted by applicable law.

9. I am eighteen (18) years old or older and of sound mind. I am freely signing this Agreement and no oral representations, statements, promises, or inducements apart from this written Agreement have been made to me relating in any way to this Agreement.

10. CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE LIABILITY, IF ANY, OF RUNQUEST TRAVEL, LLC TO CUSTOMER UNDER ANY AND ALL CIRCUMSTANCES AND FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY NATURE WHATSOEVER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO RUNQUEST TRAVEL, LLC. CUSTOMER FURTHER AGREES TO THE FULLEST EXTENT PERMITTED BY LAW THAT UNDER NO CIRCUMSTANCES SHALL RUNQUEST TRAVEL, LLC HAVE ANY LIABILITY WHATSOEVER TO THE CUSTOMER



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FOR ANY COMPENSATORY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER TYPES OF DAMAGES.

11. This Agreement shall be binding upon and inure to the benefit of the parties and, as applicable, their respective representatives, agents, next of kin, heirs, executors, administrators, past and present officers, directors, managers, members, owners, shareholders, employees, agents, affiliates, successors and assigns.

12. In the event of a dispute arising out of or relating to this Agreement or the consulting services to be rendered hereunder, the customer and RunQuest Travel, LLC agree to make a reasonable attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if after reasonable efforts the parties are unable to resolve such disputes or are unable to agree upon procedures referred to above, either party may initiate a legal action in court in compliance with paragraph 13. below.

13. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, United State of America (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, this Agreement shall be brought by such party exclusively in the courts of the State of Ohio located in Hamilton County, Ohio or in the courts of the United States of America for the Southern District of Ohio, Western Division, and each party, by their execution of this Agreement irrevocably submits to the exclusive jurisdiction of such courts. The parties further agree that such courts shall have personal jurisdiction over the parties and that the parties hereby waive any objections to such personal jurisdiction. The parties hereto waive all rights to a jury trial in connection with actions arising in connection with this Agreement.

14. Except as otherwise specifically set forth herein, this Agreement constitutes the complete agreement between the parties regarding the matters addressed in this agreement, and the parties affirm that no other promises or agreements of any kind have been made by or between them, or their representatives, or by any other person or entity, to cause the parties to sign this Agreement.

15. The parties agree to take all such further action and execute all such further documents as may be necessary or appropriate in order to carry out the intent of the Agreement.



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16. No provisions of this Agreement shall be construed by any court or other judicial authority against any party by reason of that party's being deemed to have drafted or structured the provisions.

17. Customer agrees that RunQuest Travel, LLC reserves the right to modify and/or supplement this Agreement at any time prior to the departure date and that customer must sign any modified or supplemental agreement presented by RunQuest Travel, LLC as a condition to participating in the Portugal running tour.

18. I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND IT. I HAVE HAD THE OPPORTUNITY TO TAKE THIS AGREEMENT TO LEGAL COUNSEL TO REVIEW AND ADVISE ME. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS THAT I WOULD OTHERWISE HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHTS TO RECOVER DAMAGES FOR INJURY TO ME OR MY DEATH CAUSED BY THE NEGLIGENCE OR OTHER CONDUCT OR OMISSIONS OF ANY OF THE RELEASED PARTIES.

This serves as a legally binding document between said customer and RunQuest Travel, LLC. By signing this document you agree to the above terms as stated.

Name

Date

Print Name

Street Address

City, State, Zip Code, Country

Phone Number

Email Address