



www.thesinglegourmet.net

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(646) 825-0268

### **Travel and Tour Release, Waiver and Indemnity Agreement**

Please read, sign, and date the following Release, Waiver and Indemnity Agreement between Single Gourmet Events (“the Group”) and

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(print your name).

In consideration for the services to be provided by the Group I hereby agree as follows:

1. I understand and agree that I assume all risks involved in my participation in all tours, events, activities, and meals arranged by the Group.
2. I agree not to sue the Group, its principals, or partners, and I release its employees and agents from all liability to me, my personal representatives, assignees, heirs and next-of-kin for any loss arising from damage to my property, or injury or death to me during the provision of the services.
3. I agree to indemnify and hold harmless the Group from any loss, liability, damage, or cost that they may incur for losses and damages which may be brought against me or against any of them by anyone claiming to be injured (including death), or whose property is damaged as a result of my actions arising from or during the services arranged by the Group.
4. I understand and agree that as a participant of tours, events, and activities arranged by the Group, that I may be consuming alcohol, and that I accept full responsibility for my behavior, well-being, and health throughout the events and tours.
5. I understand and agree that the Group is not responsible for the food or beverages consumed on the tours and events that it arranges, and acts solely as an agent in arranging meals, tours, visits, transportation, and other services. The Group does not assume any liability for accidents, delays, injuries, losses or damage due to any other act of default of any company, organization, or person engaged in transporting passengers, rendering services, or carrying out arrangements for any tour, or by the act of default of any restaurant or shop or its employees.
6. I understand and agree that I waive all claims of liability against the Group and its owners for any illness or injury, and/or loss, damage, or theft to any property while traveling and participating on tours with the Group. As a participant, I walk at my own risk, travel at my own risk, and I waive any liability claims against the Group and its owners.



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7. I understand and agree that the Group has advised me to purchase travel insurance to insure against losses that may arise due to illness, injury, weather, or any other circumstances that may occur and cause the delay or cancellation of flights and/or other activities, and I hold the Group harmless for any and all losses that may arise from such circumstances.
8. I understand and agree that the payment of my deposit is **NON-REFUNDABLE** upon authorization of the payment. I further understand and agree that all other payments made, up to and including the final payment, are also **NON-REFUNDABLE**.
9. I understand and agree that this agreement will be construed in accordance with and governed by the laws of the State of New York. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this agreement or the transactions contemplated hereby must be brought either in the State or Federal courts of New York.
10. I understand and agree that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the Agreement will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions.
11. I have read and voluntarily sign this Release, Waiver and Indemnity Agreement and agree that no oral representations or inducements apart from the foregoing have been made, and that this Agreement may not be modified or amended except by a writing signed by both parties.

Signature \_\_\_\_\_

Date \_\_\_\_\_