



**KDavis Travels - RELEASE AND HOLD HARMLESS AGREEMENT**

I will be traveling in the following country/countries with KDavis Travels, LLC:

(Please indicate country/countries you are traveling to with **your signature beside the country name(s)**.)

**Each person traveling must complete a separate form.**)

Pembrokeshire Coast, Wales \_\_\_\_\_

Dingle, Ireland \_\_\_\_\_

Dolomites, Italy \_\_\_\_\_

I am aware that by participating in the KDavis Travels, LLC tour I am assuming substantial risks, including but not limited to the hazards of traveling in the country/countries indicated above as well as accidents or illness, sometimes occurring in remote places without readily available medical facilities, and forces of nature.

In consideration of (1) KDavis Travels, LLC's willingness to lead this tour for the price paid and on the terms and conditions agreed to; and (2) my right to participate in this tour for such price and on such terms, and as part payment for such right to participate in the tour, I agree that KDavis Travels, LLC, its officers, employees and contractors shall not be liable to me or my heirs or assigns, and I hereby release them and hold them harmless from any such liability, for accident or loss (including personal injury, death or property damage), injury or damage to me or my possessions caused by or in any way related to tour accommodations, food service, transportation, sightseeing, or other services, defects in vehicles, breakdown in equipment, strikes, theft, delay, cancellation, or changes in itinerary or schedules, or from any act or omission of KDavis Travels, LLC, its officers, employees and contractors, even if negligent, unless such act or omission constitutes intentional, willful, and wanton misconduct by KDavis Travels, LLC, its officers, employees and contractors.

I have and do hereby assume all the above risks and hold KDavis Travels, LLC, its officers, employees and contractors harmless and indemnify them from any and all liability, actions, causes of action, debts, claims, and demands of every kind and nature whatsoever which may arise from or in connection with this tour or my participation in any tour activities.

Any legal action that may arise in any way related to this agreement shall be brought only in courts located in Davidson County, Tennessee. This agreement will be construed under the laws of the State of Tennessee. It is also agreed in the event of any legal action, including but not limited to a lawsuit being instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The terms of the Release and Assumption of Risk shall bind or benefit, as the case may be, the heirs, assigns, executors, and administrators of myself and of KDavis Travels, LLC.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Age (if under 21) \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Phone (     ) \_\_\_\_\_

Signature: \_\_\_\_\_

**IN CASE OF EMERGENCY, contact: (Please do not list the person you came with.)**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_