



THIS IS A THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (the "Agreement"). Please read it carefully before signing.

INHERENT RISKS OF TRAVEL: I understand that travel and my involvement particularly in activities that may be planned on this tour (including, but not limited to trekking, biking, boating, flying in small planes, travel by train and car or motor coach travel) contain inherent risks of illness (including, but not limited to insect or food borne illnesses and diseases not common in the United States), injury (including, but not limited to those caused or contributed to by uneven footing on walkways, motor vehicle, airplane or boating accidents and the inadequacy and/or lack of safety mechanisms, such as seat belts or flotation devices), emotional trauma, and/or death, which may be caused by negligence, natural occurrences, or other known or unknown causes. I acknowledge that such risks may be present at any time before, during and after the tour that I am participating in with Tierno Tours, LLC (hereinafter "Tierno"). I am also aware that adequate medical services or facilities may not be readily available or accessible during some or all of the time in which I am participating in the tour, and that evacuation, if necessary, and if available, may be unduly delayed, complicated and expensive. I also understand that in foreign nations featured in our itineraries, the level of infrastructure, communications capabilities, sense of urgency, quality standards, political stability, hygiene, sanitation, and business practices, among other things, may be deemed more substandard than those found in the United States. In all cases, tour participants are responsible for appraising all conditions stated and implied in the trip itinerary and selecting a tour that is appropriate to their interests and abilities; for preparing for the tour by carefully reviewing the itinerary and any other tour advisories or literature provided by Tierno; for bringing clothing and equipment suitable or appropriate for the tour environment and for following normal standards of personal hygiene and personal safety, as may be advised by the tour leader or local guides in order to alleviate the dangers of disease or injury that tour participants may be exposed to. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

RELEASE FROM LIABILITY: To the fullest extent permitted by law, I waive any right or cause of action of any kind whatsoever against, and release from any liability whatsoever, Tierno, and its officers, directors, employees and agents ("Released Parties") arising from my participation in the tour, excepting only liability that directly arises from the gross negligence or willful misconduct of Tierno. This waiver and release shall apply to any claim of injury to person or property, including but not limited to any personal injury, sickness, death, dismemberment, loss or destruction of personal property, inconvenience or delay or disruption of services, suffered in preparation for, arrival at, during, or in departure from the trip. I fully expect and agree that this waiver and release is also binding upon my heirs, personal representatives, executors, successors, and assigns. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

COUNTRY CONDITIONS, VISAS AND VACCINES: Tierno has no special knowledge regarding the financial condition of travel service providers selected for your tour, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, Tierno recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, Tierno recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. I assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). I hereby release the Released Parties from all claims arising out of any problem covered in this paragraph. I further agree to hold the Released Parties harmless for my failure to obtain and/or utilize vaccinations and medications and immunizations. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

HEALTH AND INSURANCE: Each participant is encouraged to have a physical checkup and have his or her own health insurance policy as well as travel insurance. Tierno is not responsible for illnesses that may occur while traveling. Since group sightseeing can be physically exerting, all persons who suffer from any physical impairment, which could hinder them from normal participation, must disclose such impairments or physical limitations in writing at least 30 days prior to departure. By signing this agreement, I hereby grant permission for emergency first aid to be administered if deemed necessary. If an emergency or health crisis should occur on the tour, Tierno, through its contracted agent or tour guide, shall attempt to obtain medical assistance, if it is available; however, the cost of such medical assistance shall be the responsibility of the participant. Tierno strongly recommends that you obtain the following types of insurance, which I understand are commercially available:

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|---------------------------------|---------------------------------|------------------------------|
| Travel Accident Insurance | Accidental death and disability | Emergency medical evacuation |
| Major Medical Trip cancellation | Loss of Personal effects | |

I agree to hold the Released Parties harmless for my failure to obtain insurance coverage and for any cost or claims, which could have been covered by the types of insurance listed above if it had been obtained. To the extent permitted by law and



excepting only liability that directly arises from the gross negligence or willful misconduct of Tierno, I agree to indemnify and hold Tierno harmless if any claim is brought resulting from or related to medical care or assistance provided to me or not provided to me. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

INDEMNIFICATION: I also agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including all reasonable attorney's fees and costs incurred by any Released Party) initiated by any third party and arising from, attributable to or related to my own negligent actions or conduct, occurring during the trip, and which is alleged to have caused personal injury, loss or damage to any such third party. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

COOPERATION: If I am a participant in a group tour, I recognize that the group endeavor requires compromise to accommodate the personal desires, capabilities and objectives of other tour participants. I agree to act at all times in an appropriate social manner with the other tour participants and to act in a considerate and respectful manner in accordance with the customs of all places visited. I understand and acknowledge that, my personal desires notwithstanding, my tour leader or guide may be obligated, based upon his or her experience and upon the wishes of the group members, to improvise and exercise his or her judgment and/or make good-faith decisions regarding the direction of the tour. I agree to cooperate and accept any such decisions.

CHANGES TO ITINERARY: I recognize that due to the types of the destinations to which Tierno organizes tours, and the advanced planning required to organize such tours, situations such as the following could be anticipated to occur: changes in tour leader or guide assignments; modifications in the timing or sequence of the itinerary; and changes in providers of accommodations or transportation. I further recognize that due to the foregoing reasons, Tierno cannot guarantee exact adherence to any itinerary or itineraries that I have been provided. I accept that if any of the aforementioned situations arise either before or during my trip, Tierno may be required to make decisions to address the changed circumstances and that it may not be possible to notify me in advance of such modifications.

THIRD PARTY SUPPLIERS: I acknowledge and agree that all services and arrangements for selecting the tour, tour guides, transportation, accommodations, and all other services and arrangements related to this tour have been made by Tierno which is merely acting as an agent of various travel service providers, upon the express condition that Tierno, to the fullest extent permitted by law, is not liable and does not assume responsibility for any claims, damages or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, modification, or inconvenience resulting from any act of any transportation company, hotel, restaurant, or other company or person providing any of the services included in the tour or caused by weather, sickness, strikes, closures, quarantines, crime, terrorism, acts of war, or the willful or negligent acts of any other tour members, or any other cause beyond our control. Accordingly, Tierno reserves the right to modify any itinerary, arrangements or dates, if it becomes necessary or advisable, due to such occurrences. An additional cost to the tour price may be incurred by the traveler if any such modification is necessary. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

GOVERNING LAW: The laws of the State of North Carolina govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. I agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of North Carolina located in Cabarrus County. In the event any action or proceeding is initiated by me in a court outside of Cabarrus County, North Carolina, I agree to pay Tierno's costs and reasonable attorney fees associated with defending such action or proceeding.

SEVERABILITY: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall survive and remain in full force and effect. Notwithstanding, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

TRIP ACCEPTANCE

I, _____, (herein after referred to as "I") the traveler, hereby affirm and represent that I have completely read and understand all the Booking Terms and Conditions, a copy of which is attached here to (hereafter referred to as "Booking Conditions"), of Tierno Tours LLC (here in after referred to as Tierno Tours) tour: _____Vegano Italiano Tour Amalfi and Cilento Coast, price per person 2,595.00
On the date of: July 2nd to 9th, 2016



___ Vegano Italiano Tour Puglia and Matera, price per person 2,895.00

On the date of: September 24th to October 1st, 2016

(Herein after referred to as the "Trip"). Additionally, I hereby agree to all of the said Booking Conditions. I also understand that I must submit a signed Waiver and Release Agreement within 10 days of my confirmed reservations. If a Waiver and Release Agreement is not timely submitted Tierno will not hold your reservation on the tour and any payments will be refunded to you subject to any cancellation penalties specified in the Booking Terms and Conditions.

___ If you are interested in the Rome Extension Package (4 day) please check this box (Payment for Rome extension is not required with this form and can be paid when program availability is confirmed).

___ If you are interested in the Amalfi Coast Extension Package (5 day) please check this box (Payment for Amalfi extension is not required with this form and can be paid when program availability is confirmed).

NO SPOTS WILL BE HELD WITHOUT A RECEIVED DEPOSIT OF \$400.-PER TRAVELER

Upon acceptance by Tierno Tours of the deposit paid by traveler, this document, signed by traveler shall serve as official registration for the Trip. Availability is on a first come-first served basis and is not guaranteed until this document and the deposit for the trip have been accepted by Tierno Tours.

PLEASE CHECK THE FOLLOWING OPTION, IF APPLICABLE:

___ I agree to pay the SINGLE-OCCUPANCY SUPPLEMENT of \$385.- for Vegano Italiano Tour Amalfi and Cilento Coast

___ I agree to pay the SINGLE-OCCUPANCY SUPPLEMENT of \$650.- for Vegano Italiano Tour Puglia and Matera

To have my own room (only for single individuals traveling who don't want to share a room with another individual traveling alone). I understand that if I do not arrange to room with another traveler, Tierno Tours will attempt to place me with a roommate. If that is not possible, I agree to pay the single occupancy room supplement.

I have read and understood the above information and all of the Booking Terms and Conditions and accept them.

Name of Applicants _____

Signature of Applicant #1 _____ Date _____

Signature of Applicant #2 _____ Date _____

*A parent or guardian of a minor child participating on a tour must sign this Agreement on behalf of such individual. Persons aged 18 and over who rely on their parents for financial support must also obtain parental approval.

*As a parent or guardian of the above applicant, I acknowledge my approval of the agreement. I further agree that if this agreement is found, for any reason, to be unenforceable with regard to the above applicant, that I will personally indemnify and hold harmless Tierno for any liability imposed upon Tierno with respect to the applicant and/or against any claim brought or which may be brought by the above applicant against Tierno.

Name of Parent or Guardian _____

Signature of Parent or Guardian*: _____ Date _____

Insurance Affirmation

In order to protect your own personal safety and your and financial investment in travel services, you are strongly advised to purchase travel insurance coverage. Please confirm below whether or not you wish to purchase any or all of the insurances offered.

I wish [] do not wish [] to purchase Travel Accident /Trip Cancellation insurance.

Client's Signature: _____

Date: _____