

RELEASE and WAIVER OF LIABILITY

Willful Participation, Acknowledgement of Risk, Waiver of Liability and Indemnification Agreement

For consideration of Avid Travel Media, Inc. d/b/a River Cruise Advisor's (ATM) permission for me to participate in, on my own initiative, the River Cruise and tours by Ralph Grizzle, for myself, unborn children, heirs, administrators, personal representatives and assigns, forever release and discharge ATM, its shareholders, employees, agents, successors, and assigns, (the "Released Parties") from any and all liabilities, losses, costs, claims, demands or causes of action, that I may hereafter have for death, injuries and damages of any kind arising out of my participation in the River Cruise and tours by Ralph Grizzle whether caused by negligence, active or passive of ATM, the Released Parties or otherwise.

With the exception of specified expenses that ATM has agreed to in writing, I acknowledge that neither ATM nor the Released Parties have expressly or impliedly assumed any financial or other responsibility of any kind for me as a participant in the River Cruise and tours by Ralph Grizzle, including but not limited to, personal health, health insurance, safety, expenses, *en route* planning or support, travel, cruise logistics, food, clothing, supplies, repairs, healthcare, crime or weather alerts.

I acknowledge that I alone am responsible for my personal safety and all personal property I bring with me and neither ATM nor the Released Parties are responsible for the safekeeping or custody of such.

I understand that the River Cruise and tours by Ralph Grizzle involves time ashore and on a barge and potentially physical activities associated with cruises.

I understand that sailing on a barge and physical activity, by their very nature, carry certain inherent risks, including but not limited to the hazards of bodies of water (drowning, damage to the ship, etc.), accidents, actions of participants and other persons, including criminals and terrorists. I understand that neither ATM nor the Released Parties operates the barge and cannot control the actions of the barge operator, CroisiEurope, any other participant, or any other persons, including criminals and terrorists. By my participation, I certify that I am aware of these inherent dangers

I further understand that ATM and Released Parties and/or their suppliers of services contracted, cannot assume liability for any injury, damage, death, act of terrorism, loss or delay to person or property due to an act of negligence of or default of any carrier, hotel, restaurant, company, or person rendering any of the services included in the tour or by any act of God. Further, I understand that ATM and Released Parties do not assume responsibility for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdowns, quarantine, government restraints, weather, or other causes beyond their control.

I understand that ATM and the Released Parties reserve the right to withdraw any or all tours.

I assume all risks associated with participating in the River Cruise and tours by Ralph Grizzle in April 2020 from beginning through its conclusion, including but not limited to disease, illness, falls, crime, terrorism, weather events, the ship sinking or sustaining some other damage, action or inaction by others, which could result in losses or damage including but not limited to financial expense, lost work time, minor injuries, major injuries, serious bodily injury, death detention or imprisonment by authorities and others, and catastrophic injuries including my paralysis and death.

I agree to:

1. Follow all instructions from and rules of the cruise ship operator and guides applicable to ensuring my safety and the safety of others.
2. Obtain, maintain and pay for health and trip insurance throughout the time I participate in the River Cruise and tours by Ralph Grizzle.
3. Carry my ID and medical information, including health insurance information throughout the time I participate in the River Cruise and tours by Ralph Grizzle.
4. Seek timely and appropriate medical care if at any time I do not believe I can safely continue participating in the River Cruise and tours by Ralph Grizzle.
5. Conduct myself in a safe, legal and reasonable manner including but not limited to: eating, hydrating, resting, seeking shelter and medical care as appropriate; refraining from misuse of alcohol, prescription and over the counter drugs and illegal drug use during the River Cruise and tours by Ralph Grizzle.

I attest that I am medically and physically able to participate in the River Cruise and tours by Ralph Grizzle. If I experience any doubt as to my ability to successfully and safely participate in and/or complete the River Cruise and tours by Ralph Grizzle I take full responsibility for consulting a medical provider. I attest that, if I am pregnant, disabled in any way, or have recently suffered an illness, injury or impairment, I should have or did consult with a medical provider prior to participating in the River Cruise and tours by Ralph Grizzle.

I am fully aware of the risks connected with riding in the River Cruise and tours by Ralph Grizzle, including but not limited to those specifically described in this Release, and I voluntarily elect to participate in the River Cruise and tours by Ralph Grizzle.

ASSUMPTION of RISK, WAIVER of LIABILITY, RELEASE, and COVENANT NOT to SUE.

In consideration for being permitted to participate in the River Cruise by Ralph Grizzle (representing Avid Travel Media Inc.), I, _____, voluntarily agree for myself, unborn children, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, IMPRISONMENT, DETENTION, INCLUDING KIDNAPPING and DEATH that may be sustained by me, or any loss or damage to property owned by me, as a result of participating in the River Cruise and tours by Ralph Grizzle.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, and COVENANT NOT TO SUE the ATM and Released Parties from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including detention and death, that may be sustained by me, or to any property belonging to me, during or arising from my participation and riding in the the River Cruise and tours by Ralph Grizzle, including but not limited to any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of ATM or the Released Parties.
3. TO INDEMNIFY, SAVE, AND HOLD HARMLESS ATM and any other Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or costs, judgments or demands which may incur as the result arising from the River Cruise and tours by Ralph Grizzle.
4. I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

I verify that I am 21 years of age or older.

I ACKNOWLEDGE and REPRESENT THAT I HAVE CAREFULLY READ AND UNDERSTAND ALL TERMS OF THIS RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, AND HAVE ACCEPTED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

_____(Signature)

_____(Printed Name)

_____(Date)