

Adult Tour Release Form ({{gravity-field-id-2}})

Tour Attendee Release

1. **Photos, Video, Audio & Derivative Works.** I authorize Panama Relocation Tours, Inc., a Panamanian corporation (the "Company"), and the Company's employees, agents, licensees, successors, and assigns to take photographs as well as record audio and video of all of my activities, including comments made, during my Panama relocation tour (the "Tour"). I fully understand and agree that these photographs and recordings may be edited, published, reproduced, summarized, transcribed, sold or given away by the Company, both offline and via the Internet. Furthermore, I acknowledge that the Company is the sole copyright owner for these recordings and any derivative works.
2. **Assumption of Risks.** I understand that the Tour may include some physical activities and acknowledge that there may be risks associated with participating in those activities for people in poor health or with pre-existing physical or mental health conditions. I fully understand that these risks exist and will not participate in such activities or exercises if I am in poor health or have a pre-existing mental or physical condition. I know that at any time during the Tour, I am free to not participate in any activity (or part thereof) for any reason. However, if I do participate, I choose to do so of my own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. As a condition of participating, I agree to hold the Company, its agents, employees, and Tour guides harmless from any and all liability for all claims or damages due to injuries, including attorney fees and costs, incurred by me or caused to third parties by me, arising out of activities involving the Tour, whether occurring at the Tour's locations or elsewhere, excepting only claims for gross negligence or intentional tort.
3. **Disclaimers and Limitations of Liability.** I UNDERSTAND AND AGREE THAT THE TOUR IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. I AGREE THAT MY PARTICIPATION IN THE TOUR IS AT MY SOLE RISK. THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. I ALSO KNOW THAT THE COMPANY DOES NOT WARRANT THAT TOUR WILL TAKE PLACE AS SCHEDULED, ACCESS WILL BE UNINTERRUPTED, BE ERROR-FREE, MEET MY REQUIREMENTS, OR THAT ANY DEFECTS IN THE TOUR WILL BE CORRECTED.

INFORMATION PRESENTED AT THE TOUR SHOULD NOT NECESSARILY BE RELIED UPON AND SHOULD NOT TO BE CONSTRUED TO BE PROFESSIONAL ADVICE FROM THE COMPANY. I KNOW THAT THE COMPANY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED, AND THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM MY RELIANCE ON SUCH INFORMATION.

TRAVEL SUPPLIERS (SUCH AS CAR RENTAL COMPANIES, TRAVEL AGENCIES, HOTELS, RESTAURANTS, AND COMMERCIAL AIRLINES) ARE INDEPENDENT BUSINESS OPERATORS WHO ARE BEYOND THE SCOPE OF THE COMPANY'S CONTROL OR DIRECTION. I AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THESE SUPPLIERS OR OTHER THIRD PARTIES.

I ASSUME FULL RESPONSIBILITY FOR ENSURING THAT I MEET THE LEGAL TRAVEL REQUIREMENTS FOR USING THE SERVICES OF SUCH SUPPLIERS, INCLUDING COMPLIANCE WITH APPLICABLE LAWS RELATED TO TRAVEL, PASSPORTS, VISAS, INSURANCE, TAXES, DUTIES, ETC. I WILL CONSULT MY ATTORNEY TO ADDRESS ANY LEGAL ISSUES CONCERNING MY TRAVEL AND CONTACT MY TRAVEL SUPPLIERS (NOT THE COMPANY) CONCERNING ANY TRAVEL ARRANGEMENTS I HAVE MADE WITH SUCH SUPPLIERS.

I UNDERSTAND AND AGREE THAT ALCOHOL POSSESSION OR USE IS PROHIBITED ON THE TOUR BUS AND ALL OTHER COMPANY VEHICLES. ALTHOUGH I MAY DRINK ALCOHOL ELSEWHERE, I FURTHER AGREE TO LIMIT CONSUMPTION ON THE TOUR SO THAT I AM NOT INTOXICATED IN PUBLIC OR WHILE A PASSENGER IN ANY COMPANY VEHICLE DURING THE TOUR.

IF MY JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO ME. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY RELATING TO THE TOUR SHALL BE TO NOT ATTEND OR LEAVE THE TOUR.



I AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE TOUR, INCLUDING TRAVEL TO AND FROM THE TOUR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I ALSO AGREE THAT THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE TOUR OR SERVICES SHALL NOT EXCEED ONE HUNDRED (B/ 100) PANAMANIAN BALBOAS AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH I MAY HAVE AGAINST THE COMPANY OR THE COMPANY'S AFFILIATES. I AGREE THAT ANY SUCH CLAIM SHALL BE SUBJECT TO CONFIDENTIAL BINDING ARBITRATION AS DESCRIBED LATER IN THIS RELEASE.

4. **Indemnification, Defense & Destruction of Property.** I understand and agree that I will indemnify, defend and hold the Company, the Company's partners, contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from my attendance at the Tour or my violation of this Release. In addition, if the Company is made a party to any claim, suit or action by me which is unsuccessful or by a third party in each case relating to or arising from my attendance at the Tour, I will reimburse the Company, at a reasonable rate, for all personnel time and expenses expended by the Company in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by the Company with respect to such response. Furthermore, I understand and agree that I am financially responsible for any damage I cause to the Tour bus or other Company property. If I damage Company property, I will reimburse the Company for the cost of repair or replacement of the damaged property within thirty (30) calendar days of receipt of an invoice from the Company for such repair or replacement.
5. **Restrictions on Competition.** DURING THE TOUR, AND FOR A PERIOD OF SIXTY (60) MONTHS FOLLOWING THE END OF THE TOUR, I AGREE NOT TO ENGAGE OR PARTICIPATE IN ANY BUSINESS THAT IS IN COMPETITION IN ANY MANNER WHATEVER WITH THE BUSINESS OF THE COMPANY, DIRECTLY OR INDIRECTLY, EITHER AS AN EMPLOYEE, EMPLOYER, CONSULTANT, AGENT, PRINCIPAL, PARTNER, STOCKHOLDER, CORPORATE OFFICER, DIRECTOR, OR IN ANY OTHER INDIVIDUAL OR REPRESENTATIVE CAPACITY. I WILL NOT SHARE THE COMPANY'S TRADE SECRETS, PROCESSES, OR OTHER INTELLECTUAL PROPERTY WITH THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, THE COMPANY'S TOUR GUIDE BOOK AND OTHER TOUR MATERIALS). ALTHOUGH THE TOUR TAKES PLACE IN THE REPUBLIC OF PANAMA, I UNDERSTAND THAT COMPANY'S BUSINESS IS GLOBAL AND ACCORDINGLY AGREE THAT I AM BARRED FROM COMPETING AGAINST COMPANY IN ANY AND ALL COUNTRIES WHERE COMPANY, ITS AGENTS, OR LICENSEES OFFER RELOCATION TOURS. I AGREE THAT IT IS IMPOSSIBLE TO FIX WITH CERTAINTY THE DAMAGE TO THE COMPANY CAUSED BY SUCH COMPETITION. I THEREFORE AGREE THAT I WILL PAY, FOR EACH BREACH OF THIS SECTION, THE SUM OF FIVE HUNDRED THOUSAND (B / 500,000) PANAMANIAN BALBOAS. SUCH AMOUNT WILL BE DUE AND PAYABLE BY ME WITHIN THIRTY (30) DAYS OF RECEIPT OF AN INVOICE FROM THE COMPANY.
6. **Refunds.** To preserve the learning environment at the Tour, I understand that the Company may, at any time, and in its sole discretion, ask me to leave the Tour, and I agree that my sole remedy is a full refund of the Tour registration fee that I paid to the Company. To preserve the benefits of the Tour for other attendees, I will promptly and quietly leave if requested to do so by the Company. I understand that under no other circumstances will I receive a refund unless I make a cancellation request to the Company at least one calendar month prior to the tour check-in day. Notwithstanding anything to the contrary herein, the Company reserves the right in its sole discretion to eject me from the Tour at any time if I (a) possess alcohol or illegal drugs while a passenger in a Company vehicle or (b) I am intoxicated or under the influence of illegal drugs while a passenger in a Company vehicle. If I am removed from the Tour because of the use or possession of alcohol or illegal drugs, I understand and agree that (a) there is no refund of the Tour registration fee or any other expenses I have incurred directly or indirectly because of the Tour, (b) I am solely responsible for all travel, lodging, and other expenses incurred by me returning home, and Company will not assist me in procuring such travel and lodging.
7. **My Information.** I AGREE THAT THE COMPANY MAY USE MY INFORMATION TO OPERATE THE COMPANY'S BUSINESS ACTIVITIES. FOR EXAMPLE, THE COMPANY MAY USE MY DATA TO CONTACT ME ABOUT CHANGES TO THE COMPANY'S SERVICES, NEW SERVICES, OR SPECIAL OFFERS, RESOLVE

DISPUTES, TROUBLESHOOT ISSUES, AND ENFORCE THE COMPANY’S WEBSITE TERMS AND CONDITIONS.

I ALSO AGREE THAT THE COMPANY MAY, IN THE COMPANY’S SOLE DISCRETION, PROVIDE INFORMATION ABOUT ME TO LAW ENFORCEMENT OR OTHER GOVERNMENT OFFICIALS FOR PURPOSES OF FRAUD INVESTIGATIONS, ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT, OR ANY OTHER SUSPECTED ILLEGAL ACTIVITY OR MATTERS THAT MAY EXPOSE THE COMPANY TO LEGAL LIABILITY. THE COMPANY MAY, IN THE COMPANY’S SOLE DISCRETION, DISCLOSE AGGREGATE DATA (NOT INDIVIDUALLY IDENTIFIABLE INFORMATION) ABOUT TOUR ATTENDEES (INCLUDING ME) TO ADVERTISERS OR OTHER THIRD PARTIES FOR MARKETING, PROMOTIONAL AND OTHER BUSINESS PURPOSES.

BY ATTENDING THE TOUR AND PROVIDING INFORMATION TO THE COMPANY IN THE PROCESS OF DOING SO, I AM EXPRESSLY AGREEING TO THE COMPANY’S COLLECTION OF SUCH INFORMATION AND DISCLOSURE OF IT TO OTHERS. IF I DO NOT WANT SUCH AGGREGATE INFORMATION DISCLOSED TO THIRD PARTIES, I WILL NOT ATTEND THE TOUR.

IN ADDITION, I AGREE THAT THE COMPANY MAY USE THIRD PARTY SUPPLIERS TO PROVIDE TOUR SERVICES. IF A SUPPLIER WANTS TO COLLECT INFORMATION ABOUT ME, I WILL NOT BE NOTIFIED. HOWEVER, I UNDERSTAND THAT THE COMPANY WILL RESTRICT THE WAY THIRD PARTY SUPPLIERS CAN USE MY INFORMATION. THESE SUPPLIERS ARE NOT ALLOWED TO SELL OR GIVE MY INFORMATION TO OTHERS.

8. **Applicable Law & Governing Language.** I agree that the laws of the Republic of Panama govern this Release without regard to conflicts of laws provisions. This Release will be provided and executed in English, and I agree that in the event of any legal dispute in the interpretation of this Release, the English version shall prevail. Furthermore, I understand and agree that any dispute between me, the Company, its agents, employees, and the Tour speakers, excluding any intellectual property right infringement claims by Company, shall be settled by expedited, confidential binding arbitration in Panama City, Republic of Panama. Any such arbitration proceeding shall be conducted in accordance with the then-current rules of The Center for Conciliation and Arbitration of Panama (CeCAP) then in effect.

Any arbitration proceeding hereunder will be handled in confidence, will be closed to the public, and any and all documents filed or testimony taken or offered in connection therewith and any record thereof will be sealed and not be made available to the public, and not referred to, disclosed or divulged to anyone other than the parties to this Agreement and their respective attorneys. All claims must be arbitrated on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I understand that I will be responsible for one half of the arbitration fees and costs incurred, and my own lawyer fees.

9. **Severability.** If any part of this Release is determined by a court of competent jurisdiction to be invalid or unenforceable, I agree that part shall be limited or eliminated to the minimum extent necessary so that the remainder of the Release is fully enforceable and legally binding.

These rights are given by me to the Company freely and without reservation in consideration for participation in the Tour and the Company. I understand and agree that admission to the Tour is expressly conditioned upon my reading and signing this Release.

Intending to be legally bound hereby, I sign this Release on the date first written above.

Reservation #:

Guest Name:

Today's Date:



X _____



Signature Certificate

Document name: Adult Tour Release Form ({{gravity-field-id-2}})

Unique Document ID: F03490A64F3D639129FFE40DC2909D874384380D



Timestamp

May 23, 2017 4:38 pm CDT

June 16, 2017 12:02 pm CDT

May 7, 2019 3:27 pm CDT

May 7, 2019 3:30 pm CDT

June 20, 2019 3:57 pm CDT

September 2, 2019 11:58 am CDT

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Audit

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This audit trail report provides a detailed record of the
online activity and events recorded for this contract.