

# ARLIS/NA

ART LIBRARIES SOCIETY of NORTH AMERICA

## RELEASE AND ASSUMPTION OF RISK

IN CONSIDERATION of the Art Libraries Society of North America sponsoring the Netherlands Study Tour (the "Study Tour"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. FULLY UNDERSTAND that: (a.) traveling, which includes travel to, during, and from the Study Tour destination, and my stay in Tuscany during the Study Tour, INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, or the actions or inactions of other parties, including drivers, pilots, or other travelers; (c.) these Risks and dangers may be caused by natural events; and (d.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and (d.) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I may incur as a result of my participation in, travel to, during, and from the Study Tour and my stay during the Study Tour.

2. FULLY UNDERSTAND that the Art Libraries Society of North America, its employees, affiliates, officers, directors, successors, agents, and assigns ("ARLIS/NA") does not own or operate any entity which is to, or does provide goods or services for my travel, my stay, or participation in events during the Study Tour. As a result, ARLIS/NA is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

3. ACKNOWLEDGE that ARLIS/NA's ability to sponsor the Study Tour is based upon my executing this Release of Liability, Assumption of Risk. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with the travel to, during and from, and participation in, the Study Tour and to release ARLIS/NA from any and all liabilities to the maximum extent permitted by law.

4. HEREBY RELEASE, discharge, and covenant not to sue ARLIS/NA, and its administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Releasees or otherwise and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I indemnify save and hold harmless each of the Releasees, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it 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.