

Client Liability Release

Release & Assumption of All Risks

Please read carefully and sign, then scan & e-mail this form to us immediately upon receipt. It affects your rights and the rights of others in the event of a loss related to services provided by **Garrott Kuzzy LLC, d/b/a Lumi Experiences ("Lumi Experiences")**. Confirmation of your travel arrangements is not final until you have submitted a signed copy of this document to **Lumi Experiences**.

I acknowledge that I am voluntarily participating in the trip identified on this Client Liability Release (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of **Lumi Experiences** including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, the use, installation or maintenance of any optional or add-on equipment, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; physical exertion for which I am not prepared; forces of nature; weather conditions; pandemic or epidemic (including the COVID-19 virus and any strains, variants, and/or mutations thereof); transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by plane, train, auto, boat, bicycle, ski, sled, ice skate, rollerski, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from or dangers associated with wild or other animals, pests or insects; negligence or willful misconduct by third parties; equipment breakdown or failure; financial default of any supplier; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics, pandemics or the threat thereof; stolen, lost, or misplaced luggage or property; and theft or break-ins into vans, lodging rooms or elsewhere. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation.

I AGREE TO FOLLOW ALL WRITTEN AND VERBAL RULES OF SAFETY PRESENTED TO ME BY LUMI EXPERIENCES. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN A TRIP OPERATED BY LUMI EXPERIENCES, I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS LUMI EXPERIENCES, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY LOSSES, COSTS, CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, BY REASON OF PROPERTY DAMAGE OR LOSS OR PERSONAL INJURY TO ANY PERSON CAUSED IN WHOLE OR IN PART BY MY FAILURE TO FOLLOW SUCH WRITTEN AND/OR VERBAL RULES OF SAFETY. FURTHER, I DO FOR MYSELF, MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO RELEASE, WAIVE AND DISCHARGE LUMI EXPERIENCES, ITS AGENTS AND EMPLOYEES FROM ALL LIABILITY TO MYSELF, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS FOR ANY AND ALL LOSS OR DAMAGE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, WHILE PARTICIPATING IN THE TOUR. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, EMOTIONAL TRAUMA, OR PROPERTY DAMAGE WHILE PARTICIPATING IN THE TRIP.

I acknowledge that the cost of all **Lumi Experiences** trips is based upon trip participants executing this Release, Assumption of All Risks, and Binding Arbitration Agreement. I agree that this Agreement 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 this trip and to release **Lumi Experiences** from any and all liability to the maximum extent permitted by law.

MISCELLANEOUS MATTERS: I understand that **Lumi Experiences** reserves the right to take photographic or film records of any of its trips and hereby agree that **Lumi Experiences** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **Lumi Experiences** may engage in joint marketing, without any remuneration to me. I hereby assign to **Lumi Experiences** all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by **Lumi Experiences**.

I agree to follow all written and verbal rules of safety presented to me by **Lumi Experiences**. I further agree to comply with all measures implemented by **Lumi Experiences** or any of its vendors or suppliers intended to identify and/or prevent the spread of COVID-19, including any strains, variants, and/or mutations thereof. I understand that **Lumi Experiences** reserves the right to refuse as a trip participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders or third parties, who it determines to detract from the enjoyment of the trip by others, or who is unwilling to comply with the provisions of this Client Liability Release. **Lumi Experiences** reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

KNOWING & VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Client Liability Release as well as all the Terms & Conditions on the **Lumi Experiences** website and materials, including but not limited to, those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that if I must cancel my reservation, my cancellation fee will be determined according to **Lumi Experiences'** cancellation policy outlined in **Lumi Experiences'** Terms & Conditions. This contract is accepted by **Garrott Kuzzy LLC, d/b/a Lumi Experiences** in Middlebury, Vermont and cannot be changed in an oral communication. We can only accept one signature per form.

Signature of Adult Traveler: _____ **Date:** _____

Print name: _____

Name of Child / Minor Traveler (if applicable): _____

Signature of Parent or Legal Guardian: _____ **Date:** _____

Print name: _____