

# Il Grappolo Wine Tours

## Consumer Disclosure Notice For Sporting/Adventure Tours Release and Assumption of Risk

I understand and agree that during the trek, tour, expedition, or other trip in which I will participate, under the arrangements of Il Grappolo Wine Tours and its agents, employees, associates, affiliated companies, or subcontractors, certain risks may arise, including, but not limited to, acts of God, the hazards or traveling in unsafe or politically unstable areas or under unsafe conditions, the dangers of civil disturbances and war, the forces of nature, dangers and risks inherent in sporting activities, the negligent or reckless acts or omissions of Il Grappolo Wine Tours, its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, travel by boat, automobile, train, ship, aircraft, or other means of conveyance, and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. Il Grappolo Wine Tours shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with any of the above and/or terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control. Traveler assumes complete and full responsibility for, and hereby releases the agent from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at (404) 332-4565.

In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or their activities and as a part of the payment for, the services arranged for me by Il Grappolo Wine Tours and its agents, employees, associates, affiliated companies, or subcontractors, **I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS**, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of Il Grappolo Wine Tours, agents, employees, officers, directors, associates, affiliated companies, or subcontractors, and **I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD Il Grappolo Wine Tours** and its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, **HARMLESS** against any and all liability, actions, causes or action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by Il Grappolo Wine Tours and its agents, employees, associates, affiliated companies, or subcontractors. **THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. **I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT Il Grappolo Wine Tours HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT.** I further agree that any legal dispute involving these travel services shall be heard only by the courts of Santa Rosa, California, USA.

I acknowledge that in calculating the cost of our trip or tour, Il Grappolo Wine Tours has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, Il Grappolo Wine Tours would be unable to offer these services.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name Printed