

## Heroes of the Frontier

TRAVELER # 1 INFORMATIO	ON (PLEASE PRINT)		
TRAVELER'S NAME:		MOBILE PHONE:	
PREFERRED FIRST NAME ON NAME TAG:		WORK PHONE:	
STREET ADDRESS:		E-MAIL ADDRESS:	
CITY, STATE, ZIP:		DIET RESTRICTIONS?:	YES / NO
HOME PHONE:		PLEASE EXPLAIN:	
ABLE TO WALK MEDIUM DISTANCES, STAND FOR PERIODS AND USE THE STAIRS?	YES / NO	IF ANSWERING NO, PLEASE EXPLAIN:	
TRAVELER # 2 INFORM	ATION (IF APPLICABLE)		
TRAVELER'S NAME:		MOBILE PHONE:	
PREFERRED FIRST NAME ON NAME TAG:		WORK PHONE:	
STREET ADDRESS:		E-MAIL ADDRESS:	
CITY, STATE, ZIP		DIET RESTRICTIONS?:	YES / NO
HOME PHONE:		PLEASE EXPLAIN:	
ABLE TO WALK MEDIUM DISTANCES, STAND FOR PERIODS AND USE THE STAIRS?	YES / NO	IF ANSWERING NO, PLEASE EXPLAIN:	
ACCOMODATIONS PREFER	ENCES (PLEASE CIRCLE ONE)		
	ONE BED / TWO BEDS		/ / 2022
	el availability. We will make every effc	PITTSBURG:	
RESERVATION & DEPOSIT (\$1,000.00 PER PERSON REQUIRED TO HOLD RESERVATION)			
DOUBLE OCCUPANCY \$3,375 P.P.		SINGLE OCCUPANCY \$3,995 P.P.	
# PERSONS TRAVELING:		CHECK #:	
DEPOSIT (\$1,000 P.P): \$		AMOUNT ENCLOSED:	
PLEASE READ AND SIGN THE OTHER SIDE OF THIS REGISTRATION FORM			

IMPORTANT NOTICE: YOUR REGISTRATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN, AND RETURN WITH YOUR DEPOSIT. YOU WILL NOT BE CONFIRMED ON THE TOUR UNTIL YOU HAVE COMPLETED AND SIGNED THE TOUR REGISTRATION FORM AND RELEASE AND INDEMNITY AGREEMENT.

## **RELEASE AND INDEMNITY AGREEMENT**

Each registrant named on the reverse desires to participate in the tour(s) listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES Presidents and Patriots History Tours LLC, also referred to as Presidents and Patriots Historical Tours LLC, a Michigan Limited Liability Corporation, its agents, servants, employees, officers, directors, attorneys, contractors and subcontractors, past, present, and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that registrant's participation in the tour(s) (collectively, "Claims").

Deposit and Cancellation Policy – I/we have read the Deposit and Cancellation Policy and I/we understand, consent to and agree to be bound by the conditions and provisions stated in said policy. Cancellations made after the cut-off date for this tour (see date at bottom of this page) are subject to loss of full tour cost unless suppliers grant exception. Except for the health problems that I/we listed on this registration form, each registrant is in good physical health and able to tolerate the physical demands of the tour(s). Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the Released Parties to non-binding mediation in Allegan County, Michigan. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Allegan, Allegan County, Michigan in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Michigan. No waiver of this agreement to arbitrate shall be enforceable on the parties, and judgment hereon may be entered by a court in Allegan County, Michigan having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Allegan County, Michigan. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate commerce.

This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement. I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter thereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals. This Release and Indemnity Agreement shall be governed by and construed under the laws of the State of Michigan. Venue for any action between registrant, Presidents and Patriots Historical Tours, LLC and any other party arising out of this agreement or the tours offered by Presidents and Patriots Historical Tours LLC shall be in Allegan County, Michigan.

<u>Notice of Host Responsibilities</u> – This tour is scheduled to be hosted and led by author and presidential historian Richard Norton Smith. In the event of illness or other unforeseen event, Presidents and Patriots reserves the right to replace Mr. Smith with another host of its choosing.

<u>Travel Insurance Recommendation</u> – Presidents and Patriots History Tours LLC strongly recommends that all tour participants purchase travel Insurance to protect their travel investment. Travel insurance is insurance that is intended to cover transportation, medical expenses and other losses incurred while traveling. If tour participants elect not to purchase travel insurance, by signing below they understand they are subject to loss of entire deposit and tour cost should an unexpected event occur and they are unable to travel on this tour.

I have read the foregoing Release and Indemnity Agreement and understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement. I have also read and agree to be bound by the Deposit and Cancellation Policy, and have read and understand the Travel Insurance Recommendation.

## CUT-OFF DATE: August 25th, 2022

Traveler/Participant #1 - Signature:\_\_\_\_\_ Traveler/Participant #2 - Signature:

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## KINDLY COMPLETE AND MAIL THIS FORM WITH YOUR DEPOSIT TO:

PRESIDENTS & PATRIOTS TOURS ATTN: TOUR RESERVATIONS 335 BRIDGE ST NW ~ STE 2502 GRAND RAPIDS, MI 49504 TOUR: HEROES OF THE FRONTIER TOUR

DATES: OCTOBER 11 – 16, 2022