



## **MI Snowy Owl Tours LLC Liability Waiver**

By purchasing a tour with MI Snowy Owls Tours LLC, I affirm that I fully understand and agree to these Terms and Conditions, Waiver and Release of Liability:

I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue MI Snowy Owls Tours LLC, its officers, agents, representatives, employees or tour guides [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by me as a result of my participation on a MI Snowy Owls Tours LLC tour and due to any cause whatsoever, including without limitation, negligence on the part of you the participant or MI Snowy Owls Tours LLC, its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action.

I am aware that the tour, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include physical exertion for which I may not be prepared, and weather extremes subject to sudden and unexpected changes. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness MI Snowy Owls Tours LLC or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour.

As a participant on the tour, I accept full responsibility for my behavior, well-being, and health throughout the tour, which may involve climbing into or exiting a vehicle, and walking. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well-being and health during the tour. I agree to hold neither MI Snowy Owls Tours LLC, nor its staff, in any way should any harm come to me.

I agree to grant the sponsors of this tour to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes.

In entering this Waiver and Release, I am not relying on any oral, written or visual representations or statements by MI Snowy Owls Tours LLC or its staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this tour and wavier and release and agree that this waiver and release will be binding upon my heirs, next of kin, executors, administrators and successors.