

Hammer Travel, LLC.

1909 E. Wayzata Blvd.

Wayzata, MN 55391

Release and Waiver

By signing this form I understand that participation in my selected vacation through Hammer Travel LLC is voluntary and involves several risks, including, but not limited to: the risk of a plane, bus or car accident; drowning; fire; natural hazards; insect and animal bites and stings; food poisoning; disease; illness; injury; crime; natural disasters; political, legal, social and economic conditions; different standards of design, safety, maintenance and accessibility of buildings, public places and conveyances; and different local medical practices, standards, and conditions.

I agree, on behalf of myself and my legal representatives, heirs, successors and assigns, to assume all the risks and responsibilities surrounding my participation in my chosen Hammer Travel vacation. In consideration for the opportunity to participate in the vacation, I hereby release Hammer Travel and its directors, officers, employees, agents, successors and assigns from any and all claims (including but not limited to claims for negligence), causes of action, liabilities and costs which I or any of my legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of my participation in the vacation, including, without limitation, any and all claims and causes of action for property damage, bodily injury, illness and death, caused by, related to or arising out of any action or inaction of Hammer Travel, its directors, officers, employees or agents, except for such damages or injury as may be caused by the gross negligence or willful misconduct of Hammer Travel, its directors, officers, employees or agents. Furthermore, I promise not to sue Hammer Travel for any of the claims released above. Finally, I agree to indemnify, defend and hold harmless Hammer Travel, and its directors, officers, employees, agents, successors and assigns, from any and all claims, liabilities and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors and assigns within the scope of the above release.

I understand that the release, promise not to sue, and agreement to indemnify described in the above paragraph are intended to be as broad and inclusive as permitted by law. I agree that if any portion of the above paragraph is held invalid, the remainder will continue in full legal force and effect.

Acceptance and Agreement

_____ Participant's Name	_____ Name and Dates of Trip
_____ Participant's Signature	_____ Date
_____ Legal Guardian/Representative's Signature (if participant is not self guardian)	_____ Date