

HONOR FLIGHT UPSTATE SOUTH CAROLINA (HFU) TOUR CONDITIONS & LIABILITY

(PLEASE READ, SIGN AND RETURN)

I, _______, an about to voluntarily participate as a passenger in various activities of HONOR FLIGHT UPSTATE SOUTH CAROLINA, an affiliate of Honor Flight Network, an Ohio corporation (hereinafter referred to as HFU). In consideration of these valuable services in allowing me to participate in these activities, I, for myself and my heirs, administrators, executors, assigns, agents and successors, agree that the responsibility of HFU is strictly limited. HFU organized certain travel services, including air and surface transportation, which HFU purchases or reserves from various suppliers. The suppliers providing travel services for the HFU tour program are independent contractors and are not agents or employees of HFU. HFU does not act as agent for any party whatsoever. HFU is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier, motorcoach line or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services.

Furthermore, as a result of my participation in the activities of HFU, I agree that neither HFU nor any representative, officer or servant shall be liable for any accident, injury, property damage or personal loss to me in connection with any transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions, including, but not limited to, acts of terrorism, war, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of, or changes in, itinerary or schedules.

HFU reserves the right to decline or not retain any person as a member of any tour or to cancel or alter the tour without notice. However, no person may be refused from a tour based on race, sex, excess age, religion, disability or on any other grounds for which refusal would violate any federal, state or, other governmental laws or regulations. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable any such provision in any other jurisdiction. I hereby authorize and give full consent to HFU to copyright or publish all photographs, movies, videos, or tape recordings in which I appear while a participant in any and all HFU programs. HFU may use or cause to be used this above material for any purposes without limitation or reservation.

I have read, understood, and agree to the above statement and all written materials concerning this tour including, but not limited to, tour conditions, liability and tour cancellation.

_____ Date: _____

Signature of Participant

Name of Participant, Address