

Songs of Life Festival

A program of Varna International Tours

Waiver and Release

(Please read, sign and mail or fax to us with your registration form)

1. I, the undersigned, whose name and signature appear below (and my parent or guardian if I am a minor), a registrant for Songs of Life Festival 2010 – 2011 of Varna International Tours, hereby acknowledge that I have read and agree to Varna Music Academy's terms and conditions contained in the code of conduct and guidelines and my itinerary description, as well as those provisions contained in this Release, and acknowledge that they form part of my agreement with Varna Music Academy including sections concerning responsibility, payments and refunds, changes in fares, cities, hotels and prices and are incorporated by reference therein.
2. I / my guardian voluntarily consent(s) to participate in all activities provided and / or organized by Varna International Tours, and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly as a result of my participation in all activities provided and / or organized by Varna International Tours. I/my guardian also authorize Varna International Tours to arrange for professional care and treatment for myself in case of a medical emergency. I/my guardian agree that if I become ill / incapacitated, Varna International Tours may, without incurring any liability take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the United States all at my own expense. I agree to release Varna International Tours from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand that Varna International Tours shall distribute to me, either personally or through my group leader written behavior guidelines and regulations concerning my behavior while traveling. I understand that Varna International Tours cannot accept responsibility for travelers not following these rules and regulations, and that I may be sent home at my own expense without benefit of any refund if I do not adhere to Varna International Tours behavior guidelines and standards and the instructions of my group leader.
3. I will indemnify Varna International Tours, its affiliates, agents, directors, employees, my group leader, school, school officials and hold them harmless of any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating at a Varna International Tours program.
4. I understand that the air carriers liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/ or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility during such time that I am not on board their aircraft.
5. I understand that future Varna International Tours and publicity material may include statements made by participants or their photographs, and I consent to such use if my comments or photographic likenesses.
6. **I understand that it is my responsibility to exercise caution and common sense at all times to avoid injuries. I understand that it is my responsibility to obtain my own travel health insurance and to present a copy of it to Varna International Tours .**
7. I hereby waive, release, and hold harmless Varna International Tours, its affiliates, agents, directors, officers and employees and my group leader, host school agents and school officials, including any person or entity employed or utilized by Varna International Tours or host schools in any foreign country, from all claims arising from any injury, loss, damage, accidents, delays, or expense resulting from events beyond its control, including

without limitation, acts of God, war, terrorism, strikes, incidents of politically – motivated violence, sickness or quarantine, government restrictions or regulations and, in the absence of its own gross negligence, arising from the use of any vehicle or from Varna International Tours’ selection of, or from any act or omission by, host family, bus or car rental agency, steam ship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other form, agency, company or individual.

8. I understand that Varna International Tours reserves the right to make changes in the program and in program costs as described in the itinerary description without liability for refund.

9. **I understand that obtaining a passport is my responsibility.** If I am not a US citizen, I understand that it is my sole responsibility to obtain in advance any visas and other documents which may be required to enter or connect through all the countries on my itinerary and to re-enter the USA. If I hold a passport from a country other than the USA, I must contact the consular offices of the countries I will be visiting to obtain the necessary visas. Such visas are not obtainable on the spot overseas. Whether I am a US citizen or not, Varna International Tours will be held harmless in the event I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas and other documents does not constitute grounds for withdrawal with full refund; the standard refund policy will apply in accordance with the given tour proposal. I understand that all refund requests must be in writing and addressed to Varna International Tours, 113 Dupre Mill Court, Lexington SC 29072. In the event that an airline ticket has been issued on my behalf, I understand that my group leader and I are responsible for returning the ticket to Varna Music Academy before my refund may be processed.

10. I agree that any dispute with Varna International Tours will be submitted to binding arbitration to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless Varna International Tours agrees to a different location, the arbitration shall be conducted in Lexington County, the State of South Carolina. I agree that if I do not substantially prevail in arbitration, I will be responsible for Varna International Tours’ expenses, including lawyer’s fees participating in the arbitration. The decision of the arbitrator shall be final. I understand that by signing this agreement I am giving up my right to have any claim against Varna International Tours decided in court before a judge or jury.

Name of participant

Date

(If under 21, you must include signature of parent or guardian below)

Date of birth

Witness

Date

Signature of parent or guardian

Print name

Date