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**COMPREHENSIVE WAIVER AND RELEASE OF LIABILITY  
AGREEMENT TO CONDITIONS OF TOUR  
LIKENESS RELEASE AND INDEMNITY AGREEMENT**

**A PROGRAM OF PILGRIMAGE AND DISCOVERY  
2022 ISRAEL PILGRIMAGE  
October 20-November 2, 2022**

[This form must be completed by EACH traveler.](#)

Richard LeSueur (Tour Leader) has been facilitating tour experiences in Israel and the Middle East for over twenty years. In the 1990's he served for three years on the teaching staff of St. George's College, Jerusalem and most recently as its Acting Dean. He has participated in facilitating over forty groups on excursions throughout Israel, Sinai, Jordan and Egypt and has never had any safety-related problems, nor has the security of his groups ever been compromised in any way. As the Canadian Government has from time to time issued Travel Warnings recommending that Canadians avoid traveling in Israel and/or the West Bank, each traveler ("Traveler") is asked to review and sign this Comprehensive Waiver and Release of Liability, Agreement to Conditions of Tour, Likeness Release and Indemnity Agreement (the "Comprehensive Waiver and Release of Liability") in order to participate in the Tour to Israel, **October 20 to November 2, 2022** (the "Tour") organized by, Pilgrim Routes Travel Inc. of Canmore, Alberta, and CTM Tours, Jerusalem, Israel.

In consideration of Richard LeSueur's leadership of the Tour and acceptance of the Traveler's application to participate, the undersigned agrees and acknowledges as follows:

**1. Assumption of Risk for Travel Within Israel and Waiver and Release of Liability**

1.1 Traveler is voluntarily participating in the Tour for purposes of Traveler's leisure or study and is not compelled to participate in the Tour, and Traveler hereby **waives and releases the Tour Leader** from any and all liability or responsibility for all losses, injuries, claims, demands, or damages to the person or property of Traveler, (a) arising out of or in connection with the Tour, including traveling and touring within the Middle East or Israel; (b) resulting directly or indirectly from transportation by bus, taxi, boat, camel or otherwise; (c) resulting directly or indirectly from acts of governments or authorities, wars, whether declared or not, civil disturbances, strikes, riots, thefts, terrorism, epidemics, custom regulations, or otherwise, resulting in the illness, accident, or injury to Traveler; (d) resulting from the individual, joint or concurrent actions or inactions of the Tour Leader or another Traveler within the Group (hereinafter defined), and (e) resulting from the actions or inactions of the Traveler. This Release applies to all actions, causes of action, claims, suits, damages, liabilities, whether matured or unmatured, whether at law or in equity, whether before a local, provincial or federal court, or provincial or federal administrative agency or commission, and whether now known or unknown, liquidated or unliquidated, that Traveler has or may have had, or thereafter claims to have, on behalf of himself/herself, or any other person, relating to the Tour, or any other transaction or occurrence related to the Tour. "Waiver and release" are meant to be applied

broadly and include, but are not limited to a relinquishment, abandonment, surrender, discharge of any claim against the Tour Leader, including a covenant not to sue Tour Leader.

1.2 Traveler is undertaking travel to remote geographical areas located in countries where, among other things, a sense of urgency, attention to detail, standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of infrastructure development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may be deemed unsatisfactory and/or not equivalent to those found in industrialized nations. Traveler also understands that the expected level of medical treatment and services, including the presence of a physician or any other trained medical professionals, the availability of prescription-type drugs, and/or the availability of a safe and readily accessible blood supply may not be available in a timely manner or may not be available at all.

1.3 Traveler understands that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. Traveler has been advised that the itinerary for the Trip may be required to be improvised, and Tour Leader may have to exercise good-faith discretion and/or make decisions based upon the consensus of the group, which may not please Traveler personally but may satisfy the larger desires of the group. Traveler understands and accept these aspects of group travel.

1.4 Traveler accepts that while traveling to the countries listed above the following situations may and oftentimes do occur: partial or complete changes in timing or routing of itinerary; changes in grades of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. Traveler understands that, to the extent these situations are due to geographical, physical, governmental, or other restriction beyond the control of Tour Leader, Traveler agrees and acknowledges that Tour Leader may have to make last-minute decisions to address the changed circumstances. Traveler agrees to release Tour Leader from any and all liability whatsoever in connection with such decisions. Traveler understands and agrees that Tour Leader does not guarantee strict and unwavering compliance with the itinerary or itineraries that have been furnished, and that these itineraries are subject to change.

1.5 Traveler will be one of several participants in the Tour led by the Tour Leader (all of the Tour participants collectively referred to as the "Group"). The Tour Leader will conduct the Tour in a manner intended to be beneficial to the Group's travel needs and interests.

1.6 Traveler's individual participation in the Tour will continue to be voluntary during the duration of the Tour, and such ongoing voluntary participation will be evidenced by Traveler's continued participation with the Group. Traveler is free to cease participation in the Tour at any time if Traveler so chooses whether because of perceived risks or any other concerns related to Traveler's continuing participation in the Tour or with the Group. However, if Traveler ceases to participate in the Tour and leaves the Group at any time during the Tour Traveler will do so at his or her own risk, and the undersigned Traveler will be solely responsible for all activities of and consequences to Traveler occurring after departure from the Group.

1.7 The Canadian Government has from time to time issued Travel Warnings to Canadian citizens recommending that Canadians defer travel to Israel and/or the West Bank. Further, ongoing violence has caused numerous civilian deaths and injuries, including some to Canadian tourists, students and residents, and the potential for further terrorist acts remains high. Travel to and within Israel and the West Bank comes with a risk of danger, and Traveler hereby agrees to assume additional risk from terrorist attacks and unstable political situations. The undersigned is encouraged to review any Travel Warnings in effect as issued by the Canadian Government, for a complete listing of the risks assumed herein and recommendations for travel within Israel and the West Bank. The undersigned acknowledges that the level of risk associated with traveling within Israel and the West Bank may be influenced depending on the particular details of the Tour, relating to times, methods, and places of travel. However, travel even during times of perceived reduced risk may still be dangerous, and Traveler assumes all risk for travel within Israel and the West Bank during all times of the Tour.

## **2. Conditions of Participating in the Tour**

2.1 Traveler may be removed from the Tour for, among other reasons, (a) providing incorrect or false information regarding any portion of Traveler's application to be accepted for the Tour; (b) failing to participate in any portion of the Tour unless otherwise agreed to between Traveler and Tour Leader; (c) using or possessing illegal drugs; (d) acts of violence or vandalism; (e) acts or conduct deemed detrimental to or incompatible with the safety, interest, harmony, comfort, or welfare of the Tour and the other participants therein, as determined in the sole discretion of the Tour Leader; or (f) failing to comply with any rules or regulations imposed by the Tour Leader.

2.2 If Traveler is removed from the Tour, Traveler will be responsible for all expenses incurred from the date of removal, including accommodations, and for the cost of Traveler's return to Traveler's point of origin, including airfare. The Tour Leader reserves the right to determine the date and time of Traveler's return flight. Furthermore, Traveler will be responsible for reimbursing the Tour Leader for expenses the Tour Leader has incurred as a result of Traveler having committed any acts or omissions for which Traveler has been removed from the Tour.

2.3 In the case of medical emergency, the undersigned hereby gives permission to the physician selected by the Tour Leader, to hospitalize, secure proper treatment for, and to order injection, anesthesia, or surgery for Traveler.

## **3. Release as to Likeness**

Traveler hereby authorizes Tour Leader to photograph Traveler in the context of activities associated with the Tour. Traveler hereby assign all rights to the photographs made of Traveler and/or Traveler's family members, and Traveler authorizes the reproduction, copyright, and/or distribution of said material for use in Tour Leader's publications and web sites.

#### **4. Indemnity**

Traveler agrees to indemnify and hold harmless Tour Leader from any and all claims arising out of or in connection with the Tour, including all the claims released in Section 1.1 above, including, but not limited to, all losses, injuries, claims, demands, or damages to the person or property of anyone participating in the Group **caused by the conduct of Traveler**, including negligence. Traveler agrees that this indemnification includes the amount of the claims, legal fees, expenses, and court costs. This indemnity expressly includes any claims arising out of Tour Leader's own negligence or fault.

#### **5. General Terms of Comprehensive Waiver and Release of Liability**

5.1 THIS COMPREHENSIVE WAIVER AND RELEASE OF LIABILITY SHALL BE GOVERNED BY AND CONSTRUED IN CONFORMITY WITH THE LAWS OF THE PROVINCE OF ALBERTA WITHOUT REGARD TO ANY CONFLICT OF LAWS.

5.2 All claims arising out of, or relating to this Comprehensive Waiver and Release of Liability, or the Tour shall be brought in the Province of Alberta. Jurisdiction and venue shall be in the Province of Alberta, and shall be mandatory regardless of the residency of Traveler, Traveler's parent or guardian, or the party bringing the suit.

5.3 Tour Leader, includes his agents, representatives, organizing agencies, staff, and any other persons participating in the planning or conducting of the Tour, and the Comprehensive Waiver and Release of Liability is for the Tour Leader, as defined, and also his successors and assigns.

5.4 This Comprehensive Waiver and Release of Liability shall be binding upon Traveler and Traveler's next of kin, next friend, executors and administrators, heirs, legal representatives, successors, agents, and assigns.

Traveler has read, understands, and agrees to be bound by the foregoing terms and conditions of the Tour, including those, which may be modified, adopted, or superseded from time to time. Traveler is aware that these terms and conditions may be changed at any time and will, and as changed, be binding on Traveler. Traveler acknowledges that agreement to the above terms is a precondition to participation in the Tour, and that failure to accept the waivers and conditions contained herein and to agree to all terms herein will result in the Tour Leader rejecting Traveler's application to participate in the Tour.

Traveler is at least eighteen (18) years of age and legally authorized to sign this document. You acknowledge that you have read and understand the waivers releases, agreements and indemnities and conditions contained herein and agree to be bound by the terms and conditions contained herein.

