



**TERMS OF SERVICE:  
WAIVER OF LIABILITY AND  
ASSUMPTION OF RISK AGREEMENT**

**In registering to participate in a trip organized by Covenant Journey Travel (CJT), I agree to these Terms of Service and assume all risks associated with my participation in the Tour, including, but not limited to, those specifically identified below. I am acting as an agent with permission to sign this Agreement to bind anyone else that I am registering for the Tour.**

**A. Tour Arrangements.** The undersigned understands that CJT does not represent or act as an agent for, and cannot control the acts or omissions of, any carrier, hotel, tour organizer or other provider of goods or services involved in the Tour. The undersigned agrees that CJT has not assumed the duty to act as a common carrier and is not responsible for the actions of any other persons, companies, or other entities that provide transportation, housing, food, medical care, or any good or other services to me during this Tour. Items not included in Tour costs include trip cancellation insurance, baggage fees, travel insurance, drinks, and anything else not mentioned in the Tour brochure.

**B. Tour Changes and Cancellations.** The undersigned understands and agrees **that trip cancellation insurance is required** and takes sole responsibility for obtaining or deciding not to obtain sufficient trip cancellation insurance. The undersigned agrees to investigate travel insurance to cover any type of loss that may occur. The Tour itinerary, travel arrangements and accommodations are solely under the control of ground and air tour operators/providers/vendors or airline, which are independent of CJT. CJT has the right to cancel the Tour at any time prior to departure and is not responsible for any losses or consequences for such cancellation. Refunds are governed by the cancellation policies of the tour operators/providers/vendors and airlines, if any. In the event of circumstances beyond the control of CJT, rendering the performance of its obligations impossible or significantly hindered, including but not limited to acts of God, natural disasters, war, terrorism, government actions, civil unrest, pandemic, epidemic or any similar event, CJT shall not be held liable for any failure or delay in the performances of its services, and the undersigned agrees to seek compensation from trip cancellation insurance mentioned above, and not from CJT.

**C. Risks of Travel Abroad.** The undersigned understands that participation in this Tour involves risks in traveling to and within, and returning from, one or more foreign countries, and include, but are not limited to risks pertaining to: political, legal, social and economic conditions; local medical and weather conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and increased potential for theft of personal property, personal injury and death. It is the traveler's responsibility to consult the U.S. Department of State's Bureau of

Consular Affairs website to gain information on all countries the traveler will be traveling through, to and from for purposes of: (i) making a decision of whether it is safe to engage in such travel, (ii) understanding the procedures for application for passport (iii) ascertaining specified Travel Alerts posted on the site, recommended immunizations and other medical safety precautions. The undersigned acknowledges that any travel or activities undertaken inside or outside of the Tour, are undertaken at the traveler's own risk and discretion.

#### **D. Health & Safety.**

1. The undersigned represents and warrants the traveler has consulted with a medical doctor with regard to his or her personal medical needs. The undersigned represents and warrants there are no physical or mental health-related reasons, problems or special dietary requirements or restrictions which preclude or restrict the applicant from safely participating in the Tour.
2. The undersigned hereby represents and warrants that the traveler assumes all risk and responsibility for his or her medical or medication needs and the costs thereof.
3. The undersigned agrees that CJT (including any person or persons responsible for leading the trip or supervising the Tour, acting in his/her absolute discretion) may take any actions considered to be warranted under the circumstances to protect the traveler's health, safety or welfare or the health, safety or welfare of others participating in the Tour. These actions may include removal of the traveler from the Tour or the removal of other travelers.

#### **E. Standards of Conduct**

1. The undersigned understands that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. The undersigned recognizes that behavior which violates those laws or standards could harm CJT's relations with those countries and institutions, as well as the travelers' health and safety. The undersigned is aware that in the event the traveler violates laws of the host country, he or she may place himself or herself in legal jeopardy, and that U.S. Standards of due process may not apply. The undersigned agrees the traveler will become informed of, and will abide by, all such laws and standards for each country to or through which the traveler will travel during the Tour.
2. The undersigned agrees the traveler will comply with CJT's rules, standards and instructions for traveler behavior.
3. The undersigned agrees that CJT has the right to impose sanctions up to and including removal from the Tour for any behavior deemed, in its sole discretion, detrimental to or incompatible with the interest, harmony and welfare of CJT, the Tour, or other travelers at any time prior to or during participation in the Tour. If a traveler is removed from the Tour, he or she will be sent home at the traveler's expense.
4. The undersigned will deal with any legal problems the traveler encounters with any foreign nationals or government at the undersigned's expense. CJT is not responsible for providing travelers with legal representation.

5. No traveler may engage in independent travel without first obtaining approval from the CJT staff overseeing the Tour and informing such staff of his or her travel plans.

**F. Photography Consent.** The undersigned grants consent to CJT for use of any photographs, likeness or video from the Tour for marketing purposes.

**G. Agreement to Indemnify and Defend.** The undersigned each, jointly and severally, hereby releases, waives his or her rights to recover against, and agrees to indemnify and hold harmless CJT, and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers (hereinafter jointly referred to as the “Indemnitee”) from and for any and all claims or causes of action for any losses, damages, property damage, property loss, costs, complaints, personal injury, death or other loss arising from or relating to any one or more of the undersigned’ involvement in the Tour. In the event any of the undersigned asserts any claims in contravention of this agreement, he or she shall be liable for the expenses and reasonable attorneys’ fees and witness fees incurred by CJT in defending the claims asserted.

**H. Waiver.** The undersigned waives any claims that may arise against CJT, and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers as a result of his or her or participation in the Tour, including but not limited to claims alleging negligence, gross negligence, and/or willful and wanton negligence. The undersigned further agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is/are releasing unknown future claims.

**I. Disputes and Covenant Not to Sue.** The undersigned each promises and agrees that he or she will not sue CJT, or any of its related entities, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from any of the undersigned’s illness, injury and/or death, released and waived in the preceding paragraphs. The undersigned further agrees that CJT may plead this agreement as a full and complete defense to any suit brought in violation of this promise.

The undersigned pledges to make every reasonable effort to resolve any disputes or conflicts with CJT privately. Any unresolved conflict or claim arising out of or relating to this Agreement, or the breach thereof, which are unable to be resolved, shall be settled by mediation in a mutually agreed upon location, in accordance with the Rules of Procedure for Christian Conciliation or other mutually-acceptable mediation procedures. If the parties cannot agree on a mutually acceptable

mediator or conciliator, the selection shall be approved by two pastors (one chosen by each party). The undersigned understands that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes. The undersigned shall bear the costs of mediation. The existence, or content or results of any mediation shall be considered confidential Information. This Agreement shall become effective only upon acceptance by CJT of my application for the Tour and shall be governed by the laws of the State of Florida, with venue for any dispute involving this Agreement or my participation in the Tour shall be Orange or Seminole County, Florida, which venue is the sole discretion of CJT.

**J. Agreements Not Limited by Actions of CJT.** The undersigned's agreements and obligations under the preceding paragraphs shall not be limited or reduced in any way because any of the losses, damages, property damage, property loss or theft, costs, complaints, personal injury, death or other loss, including those resulting from the any of the undersigned's illness, injury and/or death, arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty by CJT, or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers.

**K. Agreement Binding on Representatives.** The undersigned enters into this agreement for himself or herself, any person the undersigned is registering for the Tour, and his or her heirs, assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.

**L. Entire Agreement.** This Agreement represents the entire agreement by and between the undersigned and CTJ, and all previous written and oral understandings are deemed merged herein. This Agreement shall not be altered, amended or modified except in writing and signed by both the undersigned and CTJ.

**M. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If for any reason, any provision of this Agreement is found to be invalid or unenforceable, but that by limiting such provision(s) it becomes enforceable, then such provision(s) are deemed written, construed, and enforced as so limited.