



## CMED TERMS AND CONDITIONS

### **CMED Sacred Spaces in Morocco** *October 15-26, 2008*

1. Definitions.

(a) "Traveler" means all persons traveling under this contract and their heirs and representatives. "Traveler" shall include the plural and the use of the masculine shall include the use of the feminine.

(b) "Carrier" means CMED, LLC, and all its respective members, managers, agents and employees.

(c) "Trip" means the travel covered by this contract and organized by Carrier.

2. Health. By signing this Form, Traveler certifies that Traveler does not have any physical condition or disability that would create a hazard for him or herself, Carrier or other Travelers, and Traveler has received all appropriate vaccinations.

3. Risks. This paragraph 3 identifies certain risks associated with the Trip, however the risks described herein are not intended to be exhaustive or complete. There exists numerous other risks that Traveler will assume by attending the Trip. Travel abroad may include places where facilities, infrastructure, and safety and other standards may not be sophisticated and may be different from those in a Traveler's home country. The Trip includes physical activity that can be demanding, depending on the condition of the Traveler, as well as the risk of serious personal injury, including permanent disability and death from accident, illness or the actions or negligence of other persons. Medical facilities and services may not be easily accessible and may not be sophisticated. There are other risks associated with the Trip, such as theft or loss of or damage to property. Many of the services provided in connection with the Trip, including lodging, transportation, food service, and local tours and activities, are obtained from independent suppliers over whom Carrier has no control.

4. Acceptance of Risks, Limitation of Liability, Release and Indemnity.

(a) To be eligible to take the Trip, Travelers must accept the risks and assume full responsibility for any loss, injury, death, or damage to them, their family or their dependants and their property arising in connection with their participation, or the participation of their family, in the Trip. Travelers must have insurance appropriate to

their needs and the needs of their family or dependants in respect of such loss, injury, death or damage.

(b) Although Carrier endeavors to choose appropriate independent suppliers to provide services on the Trip, Carrier has no right to control their operations and therefore Carrier makes travel arrangements for the Trip on the condition that Carrier will not be liable for any act or omission of any independent supplier or any unrelated third party. The independent suppliers are not acting as agents of Carrier. The services provided by the independent suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

(c) The cost of the Trip is based on Travelers agreeing to this acceptance of risk, limitation of liability, release and indemnity. In consideration for participating in the Trip, Travelers agree not to sue Carrier in respect of and forever release Carrier from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the Trip - including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of Carrier, except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Carrier in which case the Traveler retains the right to sue only Carrier in respect to that conduct.

(d) Travelers further agree that they will indemnify and hold Carrier harmless in respect of any claims arising in connection with the Trip caused by or attributed to: i) the Traveler, ii) the Traveler's family members, dependants or heirs, or iii) third parties, which the Traveler, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Carrier; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of Carrier.

(e) Carrier reserves the right to decline accepting or retaining any Traveler whose health or actions in Carrier's sole judgment impede the operation of the Trip or the welfare or enjoyment of fellow Travelers.

(f) In the event of any claim or cause of action by Traveler against Carrier for any cause or incident whatsoever, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, the total liability of Carrier will be limited to the lesser of Traveler's actual damages or the purchase price paid to Carrier for the Trip. Carrier's limitation of liability and Traveler's remedies provided herein shall be, and constitutes, Carrier's sole and exclusive liability, and Traveler's sole and exclusive remedies, and no other cause of action may be maintained.

(g) Except as expressly stated herein, Carrier makes no, and hereby disclaims all, representations or warranties with respect to the Trip or Carrier's performance hereunder, express or implied, including without limit, for damages for emotional distress, mental suffering or psychological injury of any kind under any circumstances, Carrier shall not be liable for any damages, including any direct, special, consequential or incidental damages, including without limitation, lost profits. All claims hereunder against Carrier must be brought within six (6) months after the cause of action arises and Traveler expressly agrees to this six month (6) period and waives any other statute of limitations which might apply by operation of law or otherwise.

(h) It is agreed by and between Traveler and Carrier that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a court in Chicago, Illinois, U.S.A., to the exclusion of the courts of any other state, territory or country. Traveler hereby waives any venue or other objection that he may have to any such action or proceeding being brought in any court located in Chicago, Illinois.

(i) In addition to the restrictions and exemptions from liability provided in this Contract, Carrier shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in this Contract is intended to operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability.

5. Entire Agreement. This Contract contains the entire agreement between Carrier and Traveler and supersedes any other agreement, written or oral, relating to the subject matter. Any waiver of any provision of this Contract must be made in writing and signed by Carrier. If any portion of this Contract shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.

The undersigned Traveler hereby acknowledges and agrees as follows: (i) Traveler has carefully read the foregoing Terms and Conditions, (ii) Traveler has had an ample opportunity to ask questions of Carrier regarding the Trip, and has received sufficient answers to any such questions, (iii) Traveler is advised to consult an attorney regarding Traveler's acceptance of the foregoing Terms and Conditions, and if Traveler has not consulted an attorney, Traveler has declined to do so freely and voluntarily, (iv) Traveler understands the Terms and Conditions, and is hereby advised not to sign below if Traveler does not understand the Terms and Conditions, (v) Traveler, by signing below, accepts the Terms and Conditions.

**Please sign and fax this back to # 815 220 8738**

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_