



**ACTION TOURS INTERNATIONAL, INC.  
Release and Agreement**

I, \_\_\_\_\_ (*name of participant*), and \_\_\_\_\_ (*name of parent or legal guardian if participant is under 18*), am an applicant for a soccer tour provided by Action Tours International, Inc., ("ATI") of 760 Sapphire St., San Diego, California. By signing this Release and Agreement, I agree to the following:

1. I, for myself and my heirs, assigns, executors and administrators, agree to release ATI, its officers, directors, instructors, tour and event leaders, assistants, agents, representatives, and chaperones, and agree to not sue any such person for any claims that I may have arising from, or in connection with, any physical or property damage that I may suffer from any cause whatsoever. I release such persons from, and agree they shall not be liable, jointly or severally and agree not to sue such persons for, any physical or property damage that I may suffer resulting from acts of God, war, strikes or government restrictions, terrorist activities, or the acts or omissions of any other agents over which such persons have no direct control, including, but not limited to, airlines, bus companies, railways, shipping companies, hotels, operators, and subcontracted agents or tour operators. I am aware and familiar with the ordinary and hazardous risk involved in the activities of soccer matches, practice, training, clinics, and all other related activity of this tour and I understand that I am assuming those risks.

2. ATI does not own or operate any of the relevant suppliers of services, and therefore acts only in the capacity as a facilitator for such suppliers in making arrangements for transportation, hotels, and other services. I understand that their tariffs, or the Warsaw Convention, or both limit the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person. ATI assumes no liability whatsoever for any injury, death, damage, loss, accident, delay, or irregularity that may occur as a result of any act of default of any supplier of service. ATI does not accept responsibility for losses or additional expenses that result from delay or changes in air schedules, airline or hotel over-bookings or other causes or for loss or damage to luggage.

3. ATI reserves the right to refuse or cancel my registration at its sole discretion.

4. I agree to abide by the regulations and directions of ATI. Failure to do so may result in ATI terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my program fee.

5. I agree to abide by all local laws when abroad, including those concerning drugs, tobacco and alcohol. Minors must have a parent's written permission to consume alcohol even if the local law would otherwise permit the minor to consume alcohol. I understand that if I abuse or disobey such laws, I waive my right to a refund of any part of the program fee, and ATI may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

6. ATI has the right to make changes in the tour itineraries and departure dates and to modify transportation arrangements before and during the trip.



7. I understand that it is my responsibility to secure the necessary travel documents (passports, visas, etc.) before my trip. Failure to do so does not constitute grounds for any refund. I agree that ATI is not responsible for any omission, delay, rerouting, additional expense, or other events resulting from improper health certificates or travel documents, or acts of any government authority. Any and all such losses or expenses are the responsibility of the participant.

8. I understand that I will be required to pay for phone calls or incidental personal expenses that I incur at hotels, as well as for any damages I cause to hotel rooms, buses, or other property.

9. I understand that this tour has been designed for participants, as reflected in the General Information and Conditions Agreement, Reservation Form, itinerary, website, and other aspects described by ATI.

10. This agreement constitutes the entire agreement with ATI with reference to the subject matter herein, and I do not rely upon any promises, inducements, or arrangements not herein, including but not limited to any oral statements made to me by ATI. This agreement may be amended or modified only in writing, signed by both parties.

11. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of California. Any claim or controversy arising hereunder or relating hereto shall be settled by arbitration, before an arbitrator who is a licensed attorney, in San Diego, California, in accordance with the Commercial Arbitration Rules then in effect. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association in San Diego, California. The demand shall be made within six months after the claim, dispute, or other matter in question has arisen.

I have read and fully understand this Release and Agreement and agree to be bound hereby, and to comply therewith.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
*[Participant signature]*

I am the \_\_\_\_\_ *[parent or legal guardian]* of the above minor. I have completely read and fully understand this Release and Agreement and agree to be bound hereby, and to cause the above applicant to comply therewith.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
*[Signature of parent or guardian]*