

**RELEASE OF LIABILITY,  
ASSUMPTION OF RISK, AND  
HOLD HARMLESS AGREEMENT**

***This document affects your legal rights:  
Read BOTH PAGES carefully before signing.***

**1. ACTIVITY AND ASSOCIATED RISKS:** I have chosen to travel to Thailand on a cultural and culinary tour (hereinafter referred to as “the Activity”), which is organized by I Love Thai Cooking, LLC (hereinafter referred to as “Tour Guide”). I understand that:

- travel, whether in civilized or remote areas and whether by plane, train, auto, boat or other conveyance, or on bicycle, foot, or the like, contains inherent risks of illness, injury or death, which may be caused by negligence of others, physical exertion for which I am not prepared, forces of nature, or other agents known or unknown;
- the Activity may be inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: allergies, food-borne illness, injuries from my lack of fitness or conditioning, death, equipment failures, and negligence of others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged and I acknowledge that these risks may be present before, during and after the trip;
- my domestic health insurance plan may not provide coverage in foreign countries and I am responsible for verifying my plan or purchasing alternative insurance;
- hospital facilities, qualified medical care, and medical evacuation may not be available in certain locations and may be limited by local conditions; and
- While I give permission to Tour Guide to seek emergency medical services on my behalf if I am injured, I acknowledge that Tour Guide assumes no responsibility for providing medical care or obtaining medical care on my behalf during the Activity or for the quality of medical services that are provided to me, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to, from, or during the Activity—including any injury or loss caused by the negligence of Tour Guide, its owners, members, employees, officers, directors, agents, and contractors, and other Activity participants.
3. **RELEASE OF LIABILITY:** I hereby **RELEASE I Love Thai Cooking**, its owners, members, employees, officers, directors, contractors and agents (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occurs to me** or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occurs during the Activity.

**Read BOTH SIDES carefully before signing.**

4. **INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **INDEPENDENT CONTRACTORS:** I acknowledge that Tour Guide has no control over and assumes no responsibility for the actions of any independent contractors and third parties providing any services for the Activity.
6. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Tour Guide and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.
7. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
8. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the Superior Court of King County, Washington, and I agree to the jurisdiction and venue of such court for any such dispute. The prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I have fully informed myself of the contents of this agreement by reading it before signing it.** No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Signature of Participant: \_\_\_\_\_

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

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

Date of birth: \_\_\_\_\_