

LAZOPOINT TOURS

Release of Liability, Waiver of Claims, and Assumption of Risks

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. ALL PARTICIPANTS MUST BE 18 OR OLDER, AND BY SIGNING YOU ACKNOWLEDGE THAT YOU ARE 18 OR OLDER

PLEASE READ CAREFULLY!

By my purchasing and participating in the tour (the "**Tour**") offered by Jennifer Lazo and Francisco Lazo Santamaria operating as "Lazopoint Tours" (the "**Company**"), I agree to be bound by each of the following provisions of this Release of Liability, Waiver of Claims and Assumption of Risks (the "**Release and Waiver**").

- 1. ASSUMPTION OF RISKS.** I AM AWARE AND UNDERSTAND THAT THE TOUR INVOLVES MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE TOUR. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.
- 2. RISK OF TOUR.** I understand that the Tour may involve walking on unfamiliar corridors, stairways, driveways, and other areas, getting in and out of the bus, and crossing busy public streets. I hereby accept any risk of tripping, slipping and falling before, during, or after the Tour. I understand I am to remain seated when the bus is moving. I agree not to hold the Company, its staff or any hosting facility liable in any way should any harm come to me.
- 3. ACCIDENT COVERAGE.** I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating in the Tour and while transporting myself to and from the Tour.
- 4. RULES.** In addition to the terms and conditions contained herein, I agree to follow and be bound by all Company rules, regulations, guidelines and policies (collectively, the "**Rules**"), including but not limited to the Company's Terms and Conditions as contained on the Company's website (www.lazopointtours.com) and to indemnify the Company for any costs or losses caused by or arising from my failure to comply with the Rules whether communicated to me verbally or in writing by the Company. I acknowledge that the Rules may be changed at any time at the sole discretion of the Company, and I will be bound by any such modified Rules.
- 5. ILLEGAL ACTIVITY.** I agree that if the Company finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during the Tour, the Company reserve the right to terminate my participation on the Tour immediately. I acknowledge that the Company has the right to terminate my participation regardless of location without return to point of pick-up. Upon termination of my participation, I agree that I am liable for the entire balance of the Tour. I acknowledge that this Release and Waiver releases the Company from any liability at the time of termination.
- 6. DAMAGE.** I understand that I shall be responsible for and pay for any damage incurred as a result of myself or my actions related to or resulting in damage to any of the Company's vehicles or other Company property.
- 7. WAIVER OF CLAIMS AND RELEASE OF LIABILITY.** I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, the Company's proprietors (Jennifer Lazo and Francisco Lazo Santamaria, the Company's directors, officers, partners, employees, contractors, agents, volunteers, shareholders, representatives, insurers, local operators, and all of their respective heirs, executors, administrators, successors, assigns, and personal representatives (collectively, "**Releasees**"), on account of injury, sickness, death, property damage (including but not

limited to theft or loss of personal property) or any loss whatsoever arising out of or attributable to my participation in the Tour, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee and forever release and discharge the Company and all other Releasees from liability under such claims.

8. **INDEMNIFICATION.** I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE TOUR.
9. **SEVERABILITY.** If any term or provision of this Release and Waiver is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release and Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction.
10. **BINDING ON HEIRS AND SUCCESSORS.** This Release and Waiver is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its respective successors and assigns.
11. **GOVERNING LAWS.** This Release and Waiver shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Release and Waiver may be brought only in the courts of the Province of Manitoba, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND WAIVER AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

Bus Tour Name:

Dated this ____ day of _____, 202____.

Signature of Participant

Witness Signature

(Print name of Participant above)

(Print name of Witness above)

Address (Street Address, City, Province, Postal Code)

Date of Birth (mm/dd/yy)

[FOR PARTICIPANTS UNDER AGE 18, COMPLETE PARENTAL CONSENT ON PAGE 3]

PARENTAL CONSENT (IF PARTICIPANT UNDER 18 YEARS OF AGE)

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver.

Bus Tour Name:

Dated this ____ day of _____, 202__.

1. Full Name of underage child/ D.O.B.

2. Full Name of underage child/ D.O.B.

3. Full Name of underage child/ D.O.B.

Signature of Parent or Legal Guardian

Witness Signature

(Print name of Parent or Legal Guardian Above)

(Print name of Witness above)