



**INTERACT**

**WAIVER AND RELEASE**

**Organizing Teacher & Official Assistant**

Valid For Travel In 2023

# INTERACT WAIVER AND RELEASE

INTERACT TRAVEL, INC. : WAIVER AND RELEASE OF LIABILITY AGREEMENT 2023

## I. PARTICIPATION IN AN INTERACT TRAVEL PROGRAM

The undersigned, represent that I have the authority to enter into this Waiver and Release and hereby willingly choose to participate in an international travel program ("Program"), organized or offered by Interact Travel, Inc., a Wisconsin corporation. The undersigned acknowledges and agrees that he/she is also signing this Waiver and Release on their behalf. For purposes of this Waiver and Release, Interact Travel, Inc. includes all owners, officers, directors, employees, agents, representatives, assigns, successors, insurers, subsidiaries and affiliates of Interact Travel, Inc. (collectively, the "Released Parties").

## II. EXPRESS ASSUMPTION OF RISK

This Waiver and Release is applicable to my participation in the Program and all events and activities relating to the Program. The undersigned acknowledges that participation in the Program may involve significant known and unknown risks of bodily injury, property damage, and other dangers associated with international travel as well as educational and homestay programs. The undersigned understands and agrees that their participation in the Program and its related events and activities is completely voluntary, and the undersigned assumes all risk of injury, illness, damage or loss that might result from the participation in the Program, even if the risks arise out of the negligence of Interact Travel, Inc.

## III. WAIVER/RELEASE OF LIABILITY

BY THE EXECUTION OF THIS WAIVER AND RELEASE, THE UNDERSIGNED AGREES THAT BEING PERMITTED TO PARTICIPATE IN THE PROGRAM AND ANY AND ALL EVENTS OR ACTIVITIES THAT ARE OR MIGHT BE ASSOCIATED WITH THE PROGRAM, THAT ON BEHALF OF MYSELF, EACH OF MY RESPECTIVE FAMILY MEMBERS, HEIRS AND ASSIGNS TO RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS INTERACT TRAVEL, INC. AND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, SUITS, PROCEEDINGS, LIENS, DAMAGES, INJURIES, LOSSES, LIABILITIES, COSTS OR EXPENSES OF ANY KIND AND CHARACTER (INCLUDING ACTUAL ATTORNEYS' FEES AND OTHER COSTS OF LITIGATION), WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, SUSPECTED OR CLAIMED THAT COULD BE BROUGHT BY THE UNDERSIGNED OR A THIRD PARTY ACTING ON MY BEHALF ARISING FROM OR RELATING TO THE PROGRAM, MY PARTICIPATION IN THE PROGRAM, AND ALL EVENTS AND ACTIVITIES RELATING TO THE PROGRAM. THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY FOR ANY SUCH LOSSES, INJURIES, DAMAGES, COSTS OR EXPENSES WHICH MAY OCCUR AS A RESULT OF THE PROGRAM, AND FURTHER AGREES THAT INTERACT TRAVEL, INC. SHALL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY. THE UNDERSIGNED SPECIFICALLY AGREES THAT NEITHER INTERACT TRAVEL, INC. NOR THE RELEASED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY SUCH LOSSES, INJURIES, DAMAGES, COSTS, EXPENSES OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE BY INTERACT TRAVEL, INC. HOWEVER, THIS WAIVER AND RELEASE DOES NOT APPLY TO INTENTIONAL CONDUCT BY INTERACT TRAVEL, INC. OR ANY OF THE RELEASED PARTIES.

## IV. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned acknowledges that by signing below, he/she is giving up substantial legal rights that they may otherwise have and that they may be incurring legal liabilities they would not otherwise have. The undersigned states that he/she has had sufficient time to review this Waiver and Release with competent legal counsel of their choice. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Waiver and Release as his/her own free act. The undersigned understands that his/her execution of this document or a substitute document approved in writing by the Travel Director of Interact Travel, Inc., who is currently Jennifer Koss Conger (920-434-2100; e-mail: jennifer@interact-travel.com) or her successor ("Interact Travel Officer"), on behalf of Interact Travel, Inc. is required for participation in the Program and all events or activities relating thereto. The undersigned understands that he/she has the opportunity to speak to the Interact Travel Officer if the undersigned has any questions regarding his/her rights under this document or to negotiate the terms of this document and agree upon an alternative to this document acceptable to the undersigned and Interact Travel, Inc., and that he/she has the authority to approve and execute any alternative to this document. No such alternative document is valid unless approved and signed by the Interact Travel Officer and the undersigned. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right they may have to bring a legal action to assert a claim against Interact Travel, Inc. for negligence.

## VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Waiver and Release is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Waiver and Release and the remaining terms shall continue in full force and effect.

\*\*\*READ THIS WAIVER AND RELEASE BEFORE SIGNING\*\*\*

### ADULT ACKNOWLEDGMENT & AGREEMENT

By signing below, I acknowledge that I am 18 years of age or older and that I agree to be bound by all of the terms and provisions stated in this Waiver and Release of Liability Agreement, and that all references in this Waiver and Release to the "the undersigned" and "I" shall refer to and include me.

(Signature)

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

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



OT/OA2023