



THIS DOCUMENT MUST BE CAREFULLY READ, UNDERSTOOD AND EXECUTED PRIOR TO YOUR PARTICIPATION IN YOUR SISTER CITIES TRIP. IT MUST BE RETURNED TO CONFIRM YOUR RESERVATION

## TRAVEL AGREEMENT WITH RELEASE OF LIABILITY AND TEMPORARY APPOINTMENT OF MEDICAL POWER OF ATTORNEY

A.

### Participation and Disclosure

I \_\_\_\_\_, intend to participate in international travel with Denver Sister Cities International in the area of TAKAYAMA AND JAPAN from October 5 – October 19, 2019. I have read any program materials and had opportunities to make inquiries about the program including type of facilities, healthcare, lodging, food, transportation, and personal safety conditions expected in the locale, the types of activities and physical requirements necessary for successful participation, and have been advised to consult the Center for Disease Control (CDC) and U.S. Department of State web sites (<http://www.cdc.gov/travel/> for CDC; [http://travel.state.gov/travel\\_warnings.html](http://travel.state.gov/travel_warnings.html) for State Department).

I acknowledge that City Affiliates of Denver Sister Cities International, including Denver Sister Cities -Takayama, organize and promote travel excursions to remote areas of the world and that these travels require self-responsibility for each traveler's personal safety, health and life. I acknowledge that I have voluntarily chosen to participate in the itinerary arranged by Denver Sister Cities – Takayama and that I am medically fit to engage in international activity and travel.

I understand that I am personally responsible for all my visa, public health and customs compliance, and that if I am not a U.S. citizen or permanent resident alien, reentry to the United States may not be automatic.

I acknowledge that, except for certain medical requirements in the nature of immunizations, there have been no requirements of a medical evaluation. Nevertheless, in the interests of both me and the group, I do disclose the following medical issues which may be meaningful:

(allergies, medications, special concerns)

## B.

### **Release of Liability and Assumption of Risk**

I am aware and acknowledge that foreign travel has certain risks and dangers. The travel itself, and the participation in travel activities such as wildlife viewing, hiking, trekking, boating, bicycling, visits to cultural and historical sites, snorkeling, beach activities, swimming, diving, sightseeing and all other activities involve risks and dangers, some of which can be foreseen and some of which cannot be foreseen. I am aware of the risks and dangers and accept them. I understand that this Release cannot include all of the possible risks and dangers that I may experience on a trip in a foreign country. I acknowledge that the enjoyment of foreign travels which take me outside of the safety of my home and home country are, in part, the reason for my participation in such travel.

Inherent risks of illness, including but not limited to malaria, may result from travel in foreign countries. I understand that medical evacuation, if available and necessary, is difficult, expensive and time-consuming. I assume responsibility for payment of any medical, evacuation expenses incurred if I become injured or ill. I have specifically been strongly advised to purchase travel insurance to include accident, medical, dismemberment, repatriation and trip cancellation insurance appropriate for my entire trip. I am aware that it is my responsibility to verify this coverage with my agent to be certain it is valid in the country (countries) I will be visiting. I am aware that if I have a pre-existing condition I need to purchase a policy before or within a short time (usually 10 days after making the trip deposit depending on the specific policy) to be covered for that specific condition. I acknowledge that it is my responsibility to secure such insurance. I also assume responsibility for prevention of malaria or other illness particular to the geographic area in which I will be traveling.

I understand that some foreign countries do not have the same level of infrastructure that exists in my home country. As well, I acknowledge that there are great differences in sanitation facilities, hygiene, timeliness, quality requirements, political stability, and business practices in some foreign countries. I understand that travel in remote areas and in foreign countries involves a degree of risk that does not normally exist in my home country. Some, but not all, of the risks and hazards that I may encounter include injuries from wild or domestic animals, road and traffic hazards, crime, operation and maintenance of vehicles, hazards on property or in buildings, water hazards, fire hazards, and other hazards.

Neither Sister Cities International, Denver Sister Cities International, Denver Sister Cities - Takayama, nor its agents, shall be responsible for circumstances arising as a result of acts of God, weather, detention, wildlife behaviors, annoyance, delays and expenses arising from quarantine, strikes, theft, pilferage, crimes against persons, military, political or terrorist action, civil disturbances, government restrictions, failure of any means or conveyance to arise or depart as scheduled, or discrepancies or changes in transit over which there is no control. Neither Sister Cities International, Denver Sister Cities International, Denver Sister Cities – Takayama nor its agents shall be responsible for the actions of any travel leader, escorts, hosts or fellow travelers. No background check has been made of any of these persons.

I expressly acknowledge and agree that foreign travel, including the Denver Sister Cities - Takayama trip in which I am participating, can be dangerous and involve serious and unpredictable risks of bodily injury, property damage, and possibly death and that I intend the foregoing release of Sister Cities International, Denver Sister Cities International and Denver Sister Cities – Takayama to be as broad and inclusive as permitted by law. I also acknowledge that I am not relying on any oral or written representation of Sister Cities International, Denver Sister Cities International and Denver Sister Cities – Takayama regarding safety, and that I am entering this Agreement of my own free will.

I agree to take full responsibility for my own welfare and the welfare of my minor dependents traveling with me.

I hereby state that I have my own health insurance for traveling abroad, that I am in good physical condition, and that I have been advised by Sister Cities International, Denver Sister Cities International and Denver Sister Cities - Takayama to seek the advice of my doctor concerning vaccinations, medication and the medical and health risks associated with this particular adventure.

I acknowledge that I alone am responsible for obtaining any passports, visa, health certificates, travel insurance or other travel documentations that are required or recommended for my travels. My passport will be valid for the appropriate amount of time and have the appropriate amount of blank pages required by the countries I am visiting.

Each traveler agrees not to hold Sister Cities International, Denver Sister Cities International, Denver Sister Cities - Takayama, its employees, agents, or representatives liable, for any loss or injury, expense, or damage which results directly or indirectly from any act or omission by Sister Cities International, Denver Sister Cities International, Denver Sister Cities - Takayama or any person or firm which provides goods or services in connection with Sister Cities International, Denver Sister Cities International, Denver Sister Cities - Takayama.

Moreover, each traveler agrees to assume all risks pertaining to travel, agrees not to sue Sister Cities International, Denver Sister Cities International and Denver Sister Cities – Takayama and agrees to hold Sister Cities International, Denver Sister Cities International and Denver Sister Cities - Takayama harmless, regarding any personal injury or property damage arising out of travels with Sister Cities International, Denver Sister Cities International, Denver Sister Cities - Takayama. This release of liability includes any and all claims for personal injury or property damage whether arising in tort, negligence, contract, equitable claims or any other legal claim under statute or common law.

The entire terms of this instrument applies not only to Sister Cities International, Denver Sister Cities International and Denver Sister Cities - Takayama but also to its officers, directors, chairpersons, and representatives. All such persons shall be included in the definition of the term "agent" wherever set forth in this Agreement.

If any part or portion of this release should be declared unenforceable by operation of law, then it is agreed that those portions which remain enforceable under law shall remain in full force and effect.

It is further agreed that any controversy or claim arising out of participation in a Denver Sister Cities - Takayama trip and/or this Release, which cannot be resolved amicably, will be brought within the applicable statutes of limitation of the State of Colorado. The travelers further consent to the jurisdiction of the state or federal courts of Colorado as well as application of the laws of Colorado to any claim or controversy.

### C.

#### **Medical Administration and Medical Directives**

I acknowledge that it is my sole responsibility for the timely and appropriate administration of my medications and procedures.

In the event my condition is such that I am unable to receive, make and communicate responsible decisions regarding my medical condition during the time of this travel arranged by Denver Sister Cities - Takayama (extending to the time I return home), I appoint

\_\_\_\_\_ as my true and lawful Health Care Agent to make health and personal care decisions for me and in my name, place and stead. This includes (1) the right to access, inspect and receive sufficient information and medical records relating to my physical and mental health and treatment and to execute documents relating to the same including waivers, consents and releases, (2) the right to employee health care providers at my expense, and (3) the right to exercise and to enforce my decisions if I am incapable of exercising them myself. In the event of the absence or inability to act of any designee as my Health Care Agent, I direct that all efforts be employed to sustain and to stabilize my condition, and to return me to my home at which time this medical directive shall expire. In the situation of the absence or inability to act of any designee as my Health Care Agent, the leader of this excursion is so designated to act to sustain and to stabilize my condition and to return me to my home.

**D.**

**Voluntary Execution**

My signature below certifies that I have carefully read and thoroughly understand the contents of this instrument. This instrument shall be binding upon me, my heirs, personal representatives and assigns.

I understand this is a legally binding and enforceable contract and I sign it of my own free will. The consideration for this legally binding and enforceable contract is the travel, travel arrangements, and itinerary provided to me by Sister Cities International, Denver Sister Cities International and Denver Sister Cities - Takayama.

**I have carefully read this document with the opportunity to consult an attorney if I wish. By signing below I acknowledge that I fully understand the terms and language of this instrument.**

\_\_\_\_\_

(SIGNATURE, Traveler)

Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_

Emergency contact phone \_\_\_\_\_

\_\_\_\_\_

**PLEASE ATTACH A COPY OF THE PHOTO PAGE OF THE PASSPORT  
OF LISTED TRAVELER**