

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activities offered by Visitflorencia and/or use of the services of Angela Buriani, I agree for myself and (if applicable) for the members of my family, to the following release of liability (WAIVER). By Participating in any activity, the participant therefore agrees to each of the following provisions of this waiver, indemnification, release of liability, consent to medical attention and grant of rights:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and follow all posted rules and warnings, and further agree to follow any oral instructions or directions given by Visitflorencia guides, tour managers, members or representatives of Visitflorencia.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Visitflorencia guides and representatives for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Visitflorencia, whether caused by the fault of myself, my family, Visitflorencia or other third parties. By participating on an activity offered by Visitflorencia, both parties agree that:

- a. You accept all responsibility and risks associated with any activity offered;
- b. You are in good health and if you have any limitations (physical, mental and psychological), they are your responsibility to communicate and you accept all risk and responsibility should any consequence arise from one of our tours (i.e. falls, psychological episodes, etc);
- c. Your participation in any activity is done at your own risk and insurance.

**3. RELEASE OF LIABILITY AND OF DAMAGES.** By participating on any activity offered directly by Visitflorencia and its staff, Visitflorencia is therefore released from any liability and damages and this liability release also includes its affiliated entities, subsidiaries, owners, members, partners, collaborators (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses in which are related to my participation in the Visitflorencia activities. Visitflorencia releases itself from any liabilities resulting from the negligence and misconduct of the participant.

**4. INDEMNIFICATION.** I agree to indemnify and defend Visitflorencia against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Visitflorencia.

**5. FEES.** I agree to pay for all damages to the facilities of Visitflorencia caused by any negligent or willful actions by me or my family.

**6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Italian law.

**7. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to adhere to this Agreement and that I have been given a reasonable opportunity to review it before participating on any activity. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

**8. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of

interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**9. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**10. PROMOTIONAL MEDIA RIGHTS AND RELEASE.** Any digital or print media produced as a direct result of your participation on any activity with Visitflorence has the rights and copyright to be distributed and implemented as the company see fit. This material may be used with, but is not limited to, social media sharing, videos, brochures, online websites, magazines and any other promotional medium related to Visitflorence. If you share media which you produced during Visitflorence activities, you then give Visitflorence the full rights and copyright to distribute, edit and implement this media as it wishes. If you wish to not have any association with media produced during a tour or an activity, you must explicitly state so in writing in order for you and your party to not be included in any media.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY PARTICIPATING ON ANY ACTIVITY PROVIDED BY VISITFLORENCE AND ITS PARTNERS, I FULLY AGREE TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**FOR ALL PARTICIPANTS UNDER 18 YEARS OLD, IT IS ASSUMED THAT A PARENT OR GUARDIAN IS ACCOMPANYING ANY ACTIVITY AND HAS AGREED TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY ON BEHALF OF THE PARTICIPATING MINOR.**