

## Active Lifestyle Tours, LLC Hold Harmless Agreement

By: Active Lifestyle Tours, LLC / Last revised 7/3/22 / Originally drafted & adopted 1/12/19

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### \*Sign at the bottom

**Active Lifestyle Tours, LLC's HOLD HARMLESS AGREEMENT** (This "Agreement") is made effective immediately once signed or initialed by the signee & between ACTIVE LIFESTYLE TOURS, LLC (hereafter referred to as "ALT" and are sometimes individually referred to as "Party" & collectively together referred to as the "Parties." "WHEREAS", "ALT" will be performing the services for the signee. WHEREAS, in exchange for valuable consideration the signee desires to hold harmless ALT from any & all claims and/or litigation arising out of direct or indirect services provided and/or the performance of the work of providing these services. The signee signs or initials & represents all parties traveling with the signee & is subsequently signing or initialing for his/her entire group or the rest of his/her travel companions. The signee is also signing for his/her ENTIRE trip length including multiple days. NOW THEREFORE, in consideration of the mutual covenants & conditions contained herein, ALT & the signee hereby agree as follows:

#### **TERMS**

- 1. This Hold Harmless Agreement** shall fully defend, indemnify & hold harmless ALT from any and all claims, lawsuits, demands, causes of action, liability, loss damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of ALT & its offices, owners, personnel, employees, agents, independent contractors, other contractors, invitees, or volunteers. This indemnification applies to & includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees & related costs or expenses & any reimbursements to ALT for all legal fees, expenses & costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, & authority to make this Agreement & find each respective Party.
- 3. Amendment:** Modification. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing & signed by both Parties.
- 4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom estopped, or otherwise.
- 5. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought relating to this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees & other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
- 6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein & supersedes any prior oral or written statements or agreements between the Parties related to such matters.
- 7. Enforceability, Severability & Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New York law. If any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New York law.
- 8. Applicable Law.** This Agreement shall be governed exclusively by the laws of New York, without regard to conflict of law provisions.
- 9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal & state courts. Each Party expressly consents & submits to this jurisdiction &/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.
- 10. Agreement** to this Hold Harmless Agreement shall be immediately following the payment of any tour to ACTIVE LIFESTYLE TOURS, LLC by a Party & effective as of the date of the payment and meant for purposes while on tour including being at any place booked by ALT. No signatures will be required, however will be requested.

#### **Checkmark here**

- By signing below, I agree to this above Hold Harmless Agreement as well as the Active Lifestyle Tours, LLC Terms & Conditions which are available via email upon request or at this web address:  
<https://www.activelifestyletours.com/terms-and-conditions/>

**\*Signature:**

**Date:**

**\*Print name:**

**Provide email address:** (for a review link after)