

LICKING CREEK TOURS, LLC

CONDITIONS OF TOUR AND WAIVER

By participating in a Licking Creek Tours, LLC tour (a "Tour"), YOU AGREE TO THE CONDITIONS OF TOUR AND WAIVER SET FORTH HEREIN.

It is our aim to give each of our patrons the best possible service and attention. All of our Tour participants (singularly, a "Tour Member", and collectively, "Tour Members"), by participating in a Tour, agree that, in purchasing, selling or otherwise arranging restaurants, transportation (including air transportation), motels, hotels and other accommodations or any other service, Licking Creek Tours, LLC and its agents, representatives, employees, officers, directors, and affiliates are acting only as agent for the Tour Member and are not liable or responsible for, and assume no liability or responsibility for, any accident, death, personal injury, illness, property damage, delay or other loss or expense of any nature whatsoever (collectively, "Damages") arising out of, relating to or resulting from, directly or indirectly, (i) any act of God, or (ii) any acts, actions, omissions, or defaults (including any failure to provide goods or services), of any nature whatsoever (collectively, "Act"), of any restaurant, carrier (including airlines), motel, hotel or other person or supplier of services providing any of the services, programs, or accommodations offered in connection with a tour (individually an "Independent Provider", and collectively, "Independent Providers"). All such Independent Providers are independent contractors. Licking Creek Tours, LLC does not own, manage, control or operate (i) any Independent Provider, and (ii) any transportation or recreational vehicle (including any car, motor coach, boat, helicopter and/or airplane) that may be used by any Tour Member in connection with a Tour. All Tour services are subject to the terms and conditions specified by the Independent Provider. The passage contract (Conditions of Carriage) and/or ticket, when issued by the airlines concerned, shall constitute the sole contract between such airlines and the Tour Member.

By participating in a Tour, a Tour Member agrees that Licking Creek Tours, LLC shall not be liable or responsible for any Damages or other problems arising out of, relating to or resulting from, directly or indirectly, any Acts of Independent Providers, or any acts of God, natural disasters, weather, accidents, causalities, labor disputes, theft, pilferage, vehicle defects, equipment breakdowns, mechanical defects or failure, cancellations of itinerary, delayed departures and arrivals, missed connections, quarantines, government restraints, hijackings, terrorist acts, or negligence by any Independent Provider. By participating in a Tour, a Tour Member further agrees that Licking Creek Tours, LLC shall not be liable or responsible for, and releases Licking Creek Tours, LLC from, any Damages arising out of, relating to or resulting from, directly or indirectly, any Tour, provided that the foregoing does not release Licking Creek Tours, LLC from liability for Damages arising out of Licking Creek Tours, LLC's own negligence or willful misconduct.

Licking Creek Tours, LLC reserves the right, without notice, to make any changes that it deems necessary in itineraries, hotels, restaurants, carriers, programs or any other services, or to cancel a Tour at any time. Licking Creek Tours, LLC also reserves the right to accept or reject, or terminate or expel, anyone as a Tour participant for any reason whatsoever.

By participating in a Tour, a Tour Member agrees to be bound by all rules and guidelines established by Licking Creek Tours, LLC and Licking Creek Tours, LLC's Tour director(s). Each Tour Member participates in the activities of the Tour at such Tour Member's own risk. Climbing, hiking, extensive walking, touring in general, use of various transportation and recreational vehicles, and other physical activity may involve greater risk of injury or death than the activities in which a Tour Member may participate during such Tour Member's daily life. Medical services may be unavailable or delayed or may not meet continental United States standards. By participating in Tour activities, a Tour Member incurs and assumes all of the risks that such activities present. As Licking Creek Tours, LLC is not qualified to evaluate your fitness, you (or your doctor) must evaluate your fitness for any given Tour or activity. Licking Creek Tours, LLC assumes no liability or responsibility for any Damages which may result from a Tour Member's participation in any activity during a Tour. By allowing a minor to participate in a Tour, the parents and/or guardian of the participating minor agree, on behalf of themselves and the participating minor, to be solely responsible for the supervision and welfare of the minor on the Tour and to ensure that the minor follows all written and verbal rules of safety. Each Tour Member, and the parents and/or guardian of the participating minor (for

themselves and on behalf of the participating minor), hereby release and discharge Licking Creek Tours, LLC from, and agree to indemnify and hold Licking Creek Tours, LLC harmless from and against, any and all Damages (including, without limitations, emotional trauma) suffered or incurred by the Tour Member and/or such minor, provided that the foregoing does not release Licking Creek Tours, LLC from liability for Damages to the extent arising out of Licking Creek Tours, LLC's own negligence or willful misconduct.

Licking Creek Tours, LLC and the Tour Member agree that all claims, actions, suits and other proceedings (collectively, "Claims") against Licking Creek Tours, LLC arising out of, relating to or resulting from, directly or indirectly, a Tour may be filed, entered into or instituted, if at all, only in a state or federal court located within the Commonwealth of Pennsylvania, USA, to the exclusion of the courts or other tribunals of or located in any other jurisdiction, and such Tour Member waives any objections he or she has or may have in the future to bringing any such Claim in a state or federal court located in the Commonwealth of Pennsylvania. Unless waived in writing by Licking Creek Tours, LLC, all such Claims shall be governed by and decided in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof. In no event shall Licking Creek Tours, LLC be liable for other than compensatory damages, and Tour Members hereby waive (including, in the case of parents and/or guardians of a participating minor, on behalf of themselves and the participating minor) all claims and rights to consequential, incidental, indirect, special, punitive, and exemplary damages.

This Waiver/Conditions of Tour may not be amended or modified except in writing signed by a duly authorized agent of Licking Creek Tours, LLC.

By signing this Conditions of Tour and Waiver, the Tour Member acknowledges that he/she has read and understands the terms of said Conditions of Tour and Waiver and agrees to the terms set forth herein.

Date

Tour Member