



BNT Travel Group, LLC  
703 Brighton Beach Ave Brooklyn NY 11235

**AGREEMENT OF RELEASE & WAIVER OF LIABILITY THIS IS A LEGALLY BINDING DOCUMENT.**

**PLEASE READ CAREFULLY BEFORE PARTICIPATING IN THE TOUR.**

By my participating in the tour ("Tour") offered by BNT Travel Group, LLC, I agree to be bound by each of the following provisions of this Release and Waiver of Liability.

**1. Assumption of Risk.** I understand that BNT TRAVEL GROUP LLC is acting solely as an agent in arranging tours, transportation, venues, and other services and do not assume liability for accidents, delays, injuries, loss or damage due to any act or default, BNT TRAVEL GROUP LLC or any facility that the Tour visits. I acknowledge my participation in the Tour provided by BNT TRAVEL GROUP LLC is voluntarily and at my own risk. I understand that I voluntarily ASSUME FULL RESPONSIBILITY for any risk of loss, personal injury, including death that may be sustained by me and any loss or damage to property owned by me, as a result of participation in the Tour, whether caused by the negligence of the Staff (as defined in section 4), BNT TRAVEL GROUP LLC or otherwise. I am aware that the tour, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed bus tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness BNT Travel Group LLC or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety.

**2. Consumption of Alcohol.** I acknowledge that the Tour may involve the consumption of alcohol (wine tasting sites). If I am participating in the consumption of alcohol, I represent and warrant to BNT TRAVEL GROUP LLC that I am over the legal drinking age of 21. I fully understand that there may be consumption of alcohol before, during and/or after the Tour and at visits along the Tour either by me or other participants on the Tour. I understand and acknowledge the potential risks and dangers associated with the consumption of alcohol. I am aware that this activity includes the risk of injury and even death, and I hereby elect to voluntarily participate, knowing that it may be hazardous to my property and me. I understand that BNT TRAVEL GROUP LLC does not require me to consume alcohol to participate in the Tour. I also acknowledge that it is my responsibility NOT TO BECOME INTOXICATED during the Tour, and that BNT TRAVEL GROUP LLC is not responsible if I become intoxicated. I take full responsibility for any liability associated with my intoxication, during or after the Tour. I acknowledge that BNT TRAVEL GROUP LLC assumes no liability for injuries that may occur to me or others, and no liability for any civil or criminal violation or damages that may be assessed against me as a result of my being intoxicated before, during or after the Tour.

**3. Risk of Tour.** I understand the Tour may involve walking on unfamiliar corridors, stairways, driveways and other areas, getting in and out of vehicles, and crossing busy public streets. I hereby accept any risk of tripping, slipping, and falling before, during, or after the Tour. I understand I am to remain seated when the bus is moving. With this knowledge, I voluntarily assume full responsibility for the risks of touring under the influence of alcohol and for my behavior, well-being and health during the Tour. I agree not to hold BNT TRAVEL GROUP LLC, its Staff, or any hosting facility liable in any way should any harm come to me.

**4. Waiver of All Claims and Release of Liability.** I AGREE TO WAIVE ANY AND ALL CLAIMS I MAY HAVE NOW OR IN THE FUTURE, RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE BNT TRAVEL GROUP LLC, its members, agents, representatives, employees or tour guides (collectively referred to as "Staff") for any death, personal injury, property damage, or loss sustained by me as a result of participation in the Tour or while traveling to and from the Tour due to any cause whatsoever, including without limitation, negligence on the part of BNT TRAVEL GROUP LLC, its Staff, tour partners, or other participants. I further agree that if I violate this agreement and attempt to bring suit against any parties named herein, that lawsuit must be brought in Kings County NY and under the laws of New York. I agree that I will also be held responsible for attorney's fees and costs incurred by any party, including BNT TRAVEL GROUP LLC, in defending such action.

**5. Indemnification.** I AGREE TO INDEMNIFY AND HOLD HARMLESS the Staff and BNT TRAVEL GROUP LLC from any loss, liability, damage, or costs, including court costs and attorneys' fees that BNT TRAVEL GROUP LLC and/or Staff may incur due to my participation in the Tour, whether caused by negligence of Staff and/or BNT TRAVEL GROUP LLC or otherwise, to the fullest extent allowed by law.

**6. Medical Declarations.** I represent that (1) I do not have, or am not aware of, any medical condition(s) that may impact my participation on the Tour and (2) I do not take any medications that would result in any injury or damage to me or any other person(s) as a result of participating on the Tour including the consumption of alcohol. I understand that it is my obligation to disclose to BNT TRAVEL GROUP LLC any medical conditions, and any medications that would result in any injury or damage to me or any other person(s) as a result of my consumption of alcohol. I authorize BNT TRAVEL GROUP LLC to provide, through medical personnel of its choice customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon BNT TRAVEL GROUP LLC to provide such assistance, transportation or services.

**7. Accident Coverage.** As a participant on the tour, I accept full responsibility for my behavior, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing stairs. I further realize that the tour may involve walking through unfamiliar, narrow and/or steep corridors, gangways, roads, stairways and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well being and health during the tour. I agree to hold neither BNT Travel Group LLC, nor its Staff liable in any way should any harm come to me. I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating on the Tour and while transporting myself to and from the Tour.

**8. Illegal Activity.** I agree that if BNT TRAVEL GROUP LLC Staff finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during the Tour, BNT TRAVEL GROUP LLC reserves the right to terminate my participation on the Tour immediately. I acknowledge that BNT TRAVEL GROUP LLC has the right to terminate my participation regardless of location without return to point of pick-up. Upon termination of my participation, I agree that I am liable for the entire balance of the Tour. I acknowledge that this Agreement releases BNT TRAVEL GROUP LLC from any liability at the time of termination.

**9. Right of Publicity License.** I agree to grant BNT TRAVEL GROUP LLC a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, marketing, or other commercial purposes.

**10. Damage.** I understand that I shall be responsible for and pay for any damage incurred as a result of myself or my actions related to or resulting in damage to any vehicle, tour facility or BNT TRAVEL GROUP LLC 's property.

**10. Severability.** If any provision of this Release and Waiver of Liability is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable.

**11. Acknowledgment.** I understand that the permission to participate on the Tour is being given to me in exchange for the execution of this Release and Waiver of Liability. I understand this is a release of liability, which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death, or property damages.

**12. Tour Cancellation by Participant**

- (a) Cancellation received 30 days or more before departure: Full refund
- (b) Cancellation received 15-29 days before departure: Penalty \$50 per person
- (c) Cancellation less than 14 days before departure: Tour is non refundable

**14. Tour Itinerary Change and Cancellation by Tour Company**

BNT Travel Group LLC has a right to partially change the tour itinerary or tour route depending on different circumstances like weather, road condition, different announcements from authorities or other factors. BNT Travel Group LLC has a right to cancel the tour or change the date in certain circumstances. In this case the client receives the full refund or full credit or other tour upon agreement.

**15. Holidays, Special Events & Venue Closures**

At times, venues are limited or not available due to local holidays, events or various seasons. BNT Travel Group LLC will indicate known closures in the itinerary or advisements, but not all closures are known in advance. BNT Travel Group LLC is not liable for venue availability. BNT Travel Group LLC will offer alternatives when possible

**16. Punctuality on Trip**

BNT Travel Group LLC is not responsible for any losses, including missed sightseeing, meals, inclusions, optional excursions, or having to make alternate transportation or lodging arrangements, if participant fails to meet the representatives at assigned timings and places/pick-up points while on trip. BNT Travel Group LLC will not refund nor cover any cost or expenses incurred, or compensate for any missed inclusions or optional excursions claimed, due to your inability to maintain punctuality.

**17. Additional Terms Applicable if Transportation is Provided on Tour:**

- a) Any person arriving in an intoxicated condition shall not be allowed to board the Tour and no refund will be issued.
- b) Any transgressions of any matter herein may result in the Tour Guide ending the Tour immediately and causing a minimum \$300
- c) The following will cause the Tour to end immediately along with a \$300 fine:
  - No alcoholic beverages of any kind are allowed on board of bus.
  - Participants are not allowed to bring on an open container or take open drinks off the bus including into Tour facility
  - Smoking on transportation
  - Smoking, using electronic cigarettes or illegal drugs within 50 feet of bus
  - Excessive noise and screaming.
  - Inappropriate languages and/or gestures while on the bus and/or at any stops while on the Tour.
  - Not remaining seated while the bus is in motion.
  - Participants must exit off the bus stairs only at designated stops
  - Refrain from using your phone while on the bus. Phone conversations can be distracting to other passengers and disruptive if your guide is trying to speak to the tour group. Keep your phone on silent during coach bus transportation.
  - Participants must wear face masks while on the bus and when entering facilities require wearing face masks on the Tour.

By purchasing the ticket(s), I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability. I have read and understand this Release and Waiver of Liability Agreement. I represent that my participation is voluntarily and I am at least eighteen (18) years of age and competent to sign this Agreement (Participants under the age of eighteen (18) must have a parent or guardian sign this Release and Waiver of Liability). I acknowledge that I am executing this agreement by my own free will and under no inducement to participate. I also agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

PARTICIPANT Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

tel. \_\_\_\_\_ email: \_\_\_\_\_