

Global Epicurean

RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS AND ARBITRATION AGREEMENT

Responsibility: Global Epicurean, LLC, its employees, shareholders, subsidiaries, affiliates, officers, directors, agents and assigns (collectively “Global Epicurean”) does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers or tour operators, food service or entertainment providers, etc. As a result, Global Epicurean is not liable for any negligent or willful act or failure to act of any such person, or of any other third party not under its control. Without limiting the foregoing, Global Epicurean accepts no responsibility for any risk or resulting injury, delay, inconvenience, damage, or death which results from criminal activity, weather or other acts of God, accidents, disease, epidemics or the threat thereof, illness, food poisoning, animal attacks, the provision of inappropriate or no medical attention or the lack of access to same, the demands of indoor or outdoor activities, lost luggage, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, insurrection or revolt, or any other event beyond its direct control.

Cancellations by Global Epicurean: Global Epicurean may cancel any program for any reason at any time. In the event Global Epicurean cancels a program, its only obligation to participant is to refund all monies collected from said participant for said program.

Photography Release: Participant grants the right to Global Epicurean to use photographs, film, images, text, testimonials or other likenesses of participant for its own commercial use without compensation to participant.

Missed Features of Program: In case a participant chooses not to utilize any aspect(s) of the trip program, he or she is not entitled to any refund thereof. In the event some aspect of the program becomes unavailable through no fault of Global Epicurean, participant agrees its only recourse is to obtain a refund directly from the supplier.

Miscellaneous: I understand that Global Epicurean reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by Global Epicurean. Global Epicurean reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

Global Epicurean, LLC

* 1243 Alma Street, Palo Alto, CA 94301 * tel: 408.582.2769 * info@globalepicurean.com *

Binding Arbitration: I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive California law excluding any application or consideration of the California Arbitration Act.

Acknowledgement: I acknowledge that the enjoyment and excitement of international travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I accept all the risk of international travel.

I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Global Epicurean from any and all liabilities to the maximum extent permitted by law.

Knowing and Voluntary Execution: I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions as stated in the Terms and Conditions.

Each individual tour member must sign below. By your signature(s), you are confirming and acknowledging that you have read and agree to all of the above.

Signature

Date

Signature of Parent

Date

If Minor under 18

Global Epicurean, LLC

* 1243 Alma Street, Palo Alto, CA 94301 * tel: 408.582.2769 * info@globalepicurean.com *