

## **Liability Release, Assumption of Risk, and Hold-Harmless Agreement for the *Sky & Telescope* Annular Eclipse Flight on June 10, 2021**

Each applicant must read and sign the following as a condition of acceptance of any reservation and part of the consideration and right to participate in the *Sky & Telescope* Annular Eclipse Flight on June 10, 2021.

The undersigned has read the Terms and Conditions Agreement for this tour and agrees to its terms. I understand that all tour arrangements, terms, and conditions have been established in good faith and understand that changes in the itinerary, leadership, activities, accommodations, or transport may be necessary for the best interest of all participants due to circumstances beyond the control of AAS Sky Publishing LLC. I am responsible for researching and evaluating the risks on this tour that I may face, and I am responsible for my actions. I am aware that, even in an aircraft, witnessing an eclipse can be weather dependent, and there is always a chance that I will not be able to view the annular solar eclipse on June 10, 2021, or view it only for a short period of time.

I understand that there may be inherent dangers and risks in conjunction with the tour, known or unknown, no matter how well planned, relating but not limited to injury to eyes from improper viewing of the eclipse; land, water, or air transport; defects in machinery or vehicles; accommodations; accidents; sickness; illness; allergic reaction; theft; availability or adequacy of medical care or rapid evacuation; pandemics (including COVID-19); epidemics; quarantine; acts or threats of war; government acts; insurrection; terrorism; civil unrest; strikes; fire; explosion; earthquakes; flooding; forceful winds; any Act of God; or any act of *force majeure* or forces beyond the control of AAS Sky Publishing LLC. I agree to be solely responsible for the payment in full of all costs of medical or emergency care I may receive, including without limitation emergency evacuation services. I agree to hold harmless and indemnify AAS Sky Publishing LLC from any claims, causes of action, damages, and/or liabilities, arising out or resulting from the contact of my emergency contacts, my referral for medical treatment, or emergency care if required.

As a condition of participating in this tour, on behalf of myself and my heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, I hereby release and discharge AAS Sky Publishing LLC and its agents, employees, associates, and related parties from all responsibility for damages, injuries to person (whether or not resulting in death), damage to property, losses or delays due to my participation in this tour including claims arising from any negligent act or omission by AAS Sky Publishing LLC or others. I accept and assume personal responsibility for all risks and dangers in conjunction with the tour or exposure to COVID-19 or any other pathogen.

I understand that any of the injuries or outcomes mentioned above may arise from my own or others' actions, inaction, or negligence; conditions related to travel, or the condition of the location where the tour program is taking place. I further understand that I may face unique risks on this travel program, and acknowledge that it is my responsibility to take every precaution to safeguard my health, safety and security, and the safety and security of my personal belongings and premises. I agree to indemnify, defend and hold harmless AAS Sky Publishing LLC from any and all claims of injury, loss, or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, that may arise as a result of my participation in this tour or exposure to COVID-19 or any other pathogen.

I certify that I do not have any mental, physical, or other condition or disability that would hinder either my own ability or that of other travelers from fully participating in the scheduled activities of this tour. I understand in

the event of such a hindering condition, AAS Sky Publishing LLC or its representatives may terminate the participation of a passenger at any time, including during the tour. Such termination shall not diminish or otherwise alter my obligation to make any payment required for this tour, nor shall AAS Sky Publishing LLC be required to make any refund for personal expenses that I may incur.

To the extent I choose to enter or remain in a location before or after participation in the tour program, engage in activities that are not part of the tour, or choose voluntarily to end my participation in the tour, I recognize and agree that AAS Sky Publishing LLC shall not be responsible in any fashion for me. I will not hold AAS Sky Publishing LLC responsible for any expense or loss caused by my failure to purchase trip cancellation and evacuation insurance. I agree that in the unlikely event that a dispute arises between AAS Sky Publishing LLC and me, the dispute shall be governed by binding arbitration pursuant to the rules of the American Arbitration Association in Washington, DC. Any such arbitration shall be conducted by a lawyer or retired judge experienced in travel services matters and shall include a written record of the arbitration hearing and decision. An award of arbitration may be confirmed in a court of competent jurisdiction within Washington, DC.

**I acknowledge that I have read this Liability Release, Assumption of Risk and Hold-Harmless Agreement, understand its meaning and effect, and agree to be bound by their terms.**

_____	_____
signature	printed name
_____	
date	