

# Responsibility Statement

## **Participant's Responsibility:**

- By acknowledging the following, you agree to timely compliance with the payment schedule as outlined in the tour conditions and guidelines set forth.
- You understand that the tour pricing is based on the number of participants stated in the tour conditions, and that the prices may change up or down with decreases or increases in the number of participants.
- Other criteria could impact the tour cost and thus increase or decrease your cost.
- You agree that in the event that the proposed services cannot be provided due to cancellation or unavailability of said services, CANDLES, Inc. reserves the right to make substitutions of features of equal value and similar quality, per the Agent Responsibility paragraph below.
- You also agree that you have read and understand the physical demands and limitations of accessibility as outlined in the registration materials.
- You understand that offered trip insurance is optional, and that without the purchase of this insurance, CANDLES has no responsibility to, nor does it provide, insurance coverage for medical or other reasons.

## **CANDLES, Inc. (Agent) Responsibility:**

- All tickets are issued and all other services are offered or provided subject to any and all terms and conditions under which such means of transportation or other services are offered or provided.
- The issuance and acceptance of such services shall be deemed to be consent to the further condition that CANDLES, Inc. shall not be or become liable or responsible in any way in connection with such means of transportation or in connection with other services, or for any loss, injury or damage to or in respect of any person or property howsoever caused or arising.
- Agent reserves the right to alter the itinerary.
- Any extra charges arising from such changes must be met by the Participant.
- Tours and excursions included in the itinerary as part of the "complete" trip package or the "land" trip package are "as is" and may not be substituted with other tours unless deemed necessary for the entire group by Agent.
- By signing this document, Participant agrees to a background check and criminal history check.
- Agent reserves the right to cancel the tour or to remove any Participant from the tour; its sole liability in such instance being the refund of all monies paid to it for unused services (not including the nonrefundable deposit).
- By acceptance of trip membership, Participant agrees to the foregoing and also agrees that CANDLES, Inc. maintains no control over the independent suppliers that will be providing accommodations and services as part of the trip.
- Accordingly, the undersigned agrees not to hold CANDLES, Inc. responsible for any loss, damage, injury, or inconvenience which may be caused or contributed to by such suppliers or by any other cause, condition, or event whatsoever beyond the direct control of CANDLES, Inc., nor shall Agent be held liable or responsible for any such occurrence which may take place during Participant's off-itinerary activities.
- The undersigned hereby releases CANDLES, Inc. and its respective officers, directors, employees, volunteers, and agents from any and all liability for claims resulting from any acts or omissions of the independent travel suppliers providing accommodations and services in connection with the trip, or from any other cause, condition, or event beyond the direct control of CANDLES, Inc.
- The Agent reserves the right to make substitutions of features of equal value and similar quality in the event that the proposed services cannot be provided due to cancellation or unavailability of said services.
- This shall include, but not be limited to, substitution of a qualified guide for scheduled tours in the event that Eva Kor is unable to perform that service(s).
- Should Eva Kor be unavailable and/or unable to perform service as a tour guide for all or part of the scheduled excursion/tour, Agent will first attempt to secure a qualified professional guide to perform said service.
- In the event Agent is unable and/or unsuccessful in securing an alternate professional guide, Agent reserves the right to provide registrants with an audio tour at Auschwitz, a second generation guide, or other qualified expert.

# Responsibility Statement (cont.)

## **Publicity, Media, and Photo Release:**

- During the trip, Participants may be photographed or videotaped for promotional, public relations, archival, or advertising use.
- Accordingly, the undersigned hereby authorizes representatives of CANDLES, Inc. and/or other hired and approved trip suppliers to photograph, film, or otherwise record the activities of the undersigned during the trip.
- The undersigned authorizes and consents to the use of any such photographs, films, or recordings for any and all purposes, included but limited to use in publications or presentations during or following the conclusion of the trip.
- The undersigned hereby waives and releases any claims for compensation or liability that the undersigned might otherwise have arising out of or related to such.
- Preceding any use of video, audio, or still recording of Eva Kor, CANDLES staff and volunteers, or other trip participants, which is intended for use in for-profit materials or for publicity purposes regarding an individual, program, or product, the undersigned must submit a program/project description and obtain written permission from CANDLES, Inc. and the Participants involved.

Submission, electronic or otherwise, of registration and monetary deposit acknowledges your understanding and agreement with the terms of this statement.