

# Responsibility Statement

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*“The CANDLES museum tour is far and away the most comprehensive, meaningful, and emotional tour possible. It gives you a great understanding of what it was really like being a prisoner or medical subject at the Auschwitz-Birkenau camps. This tour is vastly more intense than just looking at the buildings and hearing the facts. Hearing Eva's voice again, on this [audio] tour was almost like having her with us. Having spent some quality time with Eva, it provoked deep, deep emotions.” -2020 Audio Tour Participant*

## **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 agree that in the event that the proposed services cannot be provided due to cancellation or unavailability of said services, CANDLES reserves the right to make substitutions of features of equal value and similar quality, per the Agent Responsibility paragraph on the next page.
- You also agree that you have read and understand the physical demands and limitations of accessibility and tour pacing as outlined in the registration materials.
- You understand that trip insurance is optional and at the sole responsibility of the participant to secure if desired, and that without the purchase of insurance, CANDLES has no responsibility to, nor does it provide, insurance coverage for medical or other reasons.
- You understand that you are required to complete a registration form in its entirety.

### **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 Agent 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.
- 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.
- All participants may be asked to undergo a limited criminal history background check from their state of residence and Indiana at Agent’s expense.
- 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 as specified in the trip guidelines.
- By acceptance of trip membership, Participant agrees to the foregoing and also agrees that Agent 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 Agent 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 Agent, 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 Agent 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 Agent.
- 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.