





PEARLS OF THE ORIENT - The Philippine Islands  
January 14 - 27, 2018  
Liability Waiver Information

**Please read this completely and then acknowledge that you have read and understood this information on your reservation form. Your reservation form will not be accepted without acknowledging this information.**

Your signature on the completed Reservation Form will signify your agreement to the terms stipulated below. Please print this page and save it for your records.

I hereby apply to attend and participate in a TOTO TOUR ("The Tour"). Upon acceptance of my application and execution of this Agreement by TOTO TOURS, LTD. ("Toto"), and in consideration of the services that Toto will provide on The Tour, I shall pay Toto their invoiced tour price which includes the cost of my lodging and the food and equipment detailed in the Itinerary for The Tour. The payment terms and conditions set forth in my registration form for The Tour are hereby incorporated in this Agreement and made a part hereof.

I hereby affirmatively represent and warrant that I am in good physical condition and that I have my own health insurance that is in full force and effect; in the event that the foregoing representation and warranty changes, I shall immediately notify Toto in writing.

I understand that Toto sponsors worldwide adventure travel excursions and activities that require me to take responsibility for my own safety, health, and life. I understand that The Tour may involve risk to me, and I hereby affirmatively represent and warrant that I voluntarily assume all responsibility for such risk, as well as for my participation, use of equipment, vehicles and other modes of transport, supplies, and facilities, and following all instructions and directions before, during, and after The Tour. I further affirmatively represent and warrant that I voluntarily undertake this tour with full and complete knowledge that travel, especially outside the United States and to remote parts of the world, involves numerous and serious, grave risks, some potentially life threatening.

Notwithstanding the foregoing, I also acknowledge and understand that such risks associated with travel contribute to the enjoyment and excitement that I derive from such travel, and such enjoyment and excitement are the reasons for my voluntary participation in The Tour.

I also understand that all countries in the world have different rules, regulations, and laws regarding entry to their borders and that Toto has no responsibility for informing me as to what these rules, regulations, and laws are or how to comply with such rules, regulations, and laws. I hereby affirmatively represent and warrant that I have full responsibility for determining what the rules, regulations, and laws are for gaining entry to all countries on The Tour and for complying with such rules, regulations, and laws.

The cost to me for The Tour is based, in part, upon my execution of this Agreement and the Release of Liability contained herein and but for such execution, the cost of The Tour to me would be greater. Therefore, in consideration of Toto allowing my participation in The Tour and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby release, discharge, and shall forever hold harmless TOTO TOURS, LTD., an Illinois corporation, its officers, directors, shareholders, employees, staff, agents, contractors, and assigns from any and all claims, causes of action, lawsuits,

counterclaims, cross claims, and third party claims whatsoever, whether present, future, or unanticipated, resulting from or arising out of my participation in The Tour. I understand that my application for participation in The Tour is subject to acceptance by Toto. Upon acceptance by Toto, this Agreement shall be deemed to have been made, entered into, and performed in Chicago, Illinois. I also agree that this Agreement, including without limitation the Release contained herein, shall be controlled by, and interpreted in accordance with, Illinois law and shall be binding on my representatives, executors, heirs, beneficiaries, legatees, successors, agents, and assigns. I further agree that if I initiate any proceedings in a court of law against Toto, jurisdiction for such proceedings shall rest only in the Circuit Court of Cook County, Illinois. In the event that I am entitled to a recovery from Toto, the amount of that recovery shall in all circumstances be limited to the amount of money that I paid to Toto for The Tour. In the event that a court of competent jurisdiction declares a portion of this Agreement invalid, the remainder of this Agreement shall continue to be valid, enforceable, and in full force and effect.



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**Refund Policy Information**

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Your signature on the completed Reservation Form will signify your agreement to the terms stipulated below. Please print this page and save it for your records. All notifications of cancellation must be received in writing. On the date your cancellation is received, the following penalties will apply:

All Tours (Domestic and International): \$300.00 of your deposit is non-refundable. Final payment is normally due 80 days prior to departure. An earlier final payment is required for some destinations due to special circumstances relating to the tour. The final payment deadline is specified in the "Reservations" section of each detailed itinerary, and can also be found at the bottom of the invoice you will receive after booking a tour. If you cancel after the final payment deadline, the following schedule applies:

Deadline - 60 days	50% of total land price is non-refundable
59 days - 45 days	75% of total land price is non-refundable
44 days - departure	100% of total land price is non-refundable