



AKWAABA TRADITIONAL AFRICAN DRUM AND DANCE ENSEMBLE

Theo Martey
94 Ray Street
Manchester, NH 03104
Tel. 603.264.5582

Akwaaba Study Abroad Tour RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activities of Drumming and Dancing Tour organized by Akwaaba Study Abroad Tour, of 94 Ray Street, Manchester, NH 03104, and/or use of the property, facilities and services of Akwaaba Study Abroad Tour, I agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Akwaaba Study Abroad Tour, or the employees, representatives or agents of Akwaaba Study Abroad Tour.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury or sickness to myself and (if applicable) my family members, and further release and discharge Akwaaba Study Abroad Tour, Theo Martey and his family for injury or sickness, loss or damage arising out of my or my family's use of or presence upon the facilities of Akwaaba Study Abroad Tour, whether caused by the fault of myself, my family, Akwaaba Study Abroad Tour or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Akwaaba Study Abroad Tour and Theo Martey against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Akwaaba Study Abroad Tour.
- 4. FEES.** I agree to pay for all damages to the facilities of Akwaaba Study Abroad Tour caused by any negligent, reckless, or willful actions by me or my family.
- 5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under New Hampshire law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Akwaaba Study Abroad Tour has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. EMERGENCY CONTACT. In case of an emergency traveler will submit emergency contact information to Akwaaba Study Abroad Tour on the registration form prior to travel.

11. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Herein is consummated this agreed contract between Theo Martey/ **AKWAABA TRADITIONAL AFRICAN DRUM AND DANCE ENSEMBLE** and,

On this _____ day of _____ 20__.

Traveler Signature

Address

City, State, Zip

Telephone

Email

THEOPHILUS MARTEY
Musician or Agent Signature

Return signed contract to:
Akwaaba Ensemble/ Theo Martey
94 Ray Street
Manchester, N.H. 03104 USA
Tel. 603.264.5582
Email akwaabaensemble@gmail.com
www.akwaabaensemble.com