

Waiver Lemurian Tours Hawaii OSA

1. I agree to not bring ANY TECHNOLOGICAL DEVICES INCLUDING BUT NOT LIMITED TO CELLPHONES, CAMERAS, SMARTWATCHES, AI, AI GLASSES, RECORDING DEVICES, TABLETS, LAPTOPS, ECT....all the devices listed above must remain in your vehicle if you bring them and cannot be present while on tour. No exceptions. We do offer locked spaces for devices as well. We are not responsible for any lost or stolen property. There is an emergency phone available at three of the buildings nearby should an emergency arise. We do this in order for people to get a break from tech the 90 minutes they are on this tour, and to encourage true and uninterrupted connection with nature and other humans. We believe that the electromagnetic and other energy fields emitted by tech are damaging to humans and disrupt this connection. Thank you for respecting this rule. This is our most important rule that we are conscious of as this connection is so precious to us. Mahalo for respecting this.

2. I will not use any illegal or non-natural drugs on the tour. This includes no alcohol, no illegal substances, no cigarettes, ect...If allowable by the law under which the jurisdiction of the tour takes place, Kava or edible marijuana may be used. Please refrain from all forms of smoking.

3. I understand that many unique views and perspectives on history, spirituality and other will be discussed during this tour, and that we have guests come from all over the world to Honolulu. I will come with an open mind and act respectfully/share respectfully without using hateful or degrading words should any differences in opinions and backgrounds arise. Differing opinions are welcome, disrespect of others is not. Mahalo nui for respecting our sacred time and space together! We appreciate your presence and can't wait to explore new places and concepts with you

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Cancellation and Refund Policy

I acknowledge that we do not provide refunds for tours, however will issue a full credit for up to one time if you and your party cannot make the tour AND provide at least 5 hour advance notice. Tours cancelled less than 5 hours in advance will NOT be eligible for a one-time reschedule credit. This policy applies to all tours and types.

Group Reservations

We will reserve and hold group reservations for nine days understanding that coordinating group payments takes coordinating. If payment is not made within nine days of the initial hold then we will open the slot up on our calendar and are not obliged to hold any slots past the hold expiration date.

Payment for group tours may be made on our website per the instruction of your tour coordinator, or via payment link provided to the group leader. Location details and specific instructions for group tours will be emailed to the group leader within 24 hours of payment being received.

Tour Reschedule

We reserve the right to reschedule our tours at anytime. In the event that the organization must reschedule a tour then you will be offered to choose from either a full refund or reschedule to the next available tour time.

Translator Acknowledgement

Tours do occur in English and no translator is available on site, however you are welcome to bring your own translator free of charge if you do not speak English or use sign language as your primary form of language in accordance with ADA regulations. Technological devices for translation are not allowed.

Fundraising Acknowledgement and OSA purposes

By signing this form I acknowledge that Lemurian Tours is a fundraising division of Order of the Spiritually Awakened Inc. non-profit. I may use my receipt for tax purposes and a copy of receipt may be requested at anytime for this purposes if a USA resident. I acknowledge that any and all registration fees and other fees for this tour will go 100% to this nonprofit organization and am okay with donating this money in the form of registration and other fees to this nonprofit that preserves ancient spirituality, native lands and native practices. I may choose to donate more proceeds willingly through the website or in person and will be provided a receipt of donation upon donating in any of these forms.

Personal Liability Acknowledgement

OSA is not responsible for any reckless actions, injuries, ect... This tour will involve waterfalls, jungle and mountain hiking trails, roots that stick out of trees, oceans with strong tides and other potential dangers. I will take proper precautions and understand that

OSA Lemurian Tours, Order of the Spiritually Awakened Inc is in no way responsible for my actions accidental or intentional.

Further Legalities Clause:

I understand that the purpose of signing this document is to exempt and release Lemurian Tours, OSA, their owners, employees, agents, and associated personnel, herein after referred to as "released parties", and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part including but not limited to negligence of any type.

1.

a) I understand that there are inherent risks involved hiking, waterfalls, mountains and being near the ocean and I hereby assume such risks.

b) Nighttime Tour Water Risk: I understand that during nighttime tours no swimming is allowed by any individual while on tour due to the tides and rip currents at the night sites we go to. Feet dipping knees and under is allowed during nighttime tours and I hereby assume all risk associated with this and agree to not swim past the knees while on any nighttime tour.

2. I understand that I have a duty to exercise reasonable care for my own safety and I hereby agree to do so.

3. I assert that I am physically fit to attend a tour and I will not hold the Released Parties responsible if I am injured as a result of any problems (medical accidental, or otherwise) which occur while participating in the trip.

4. I fully understand that the tour site does not provide medical facilities and that in the event of illness or injury appropriate medical care must be summoned and the treatment will be delayed until emergency services can be contacted and I can be transported to a proper medical facility. I agree in advance to these conditions.

5. The participating companies, agencies and/or organizations/person(s) have made no representation to me implied or otherwise that they can perform first aid.

6. It is my intention by this instrument to give up my right to sue all persons or entities referred to herein, whether specifically named or not, and it is also my intention to exempt and release all released parties and to hold these entities harmless from any and all liability for personal injury, property damage or wrongful death caused by negligence or gross negligence and I assume all risk in connection with this tour, including but not limited to the organization of this activity.

7. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are no warranties expressed or implied, which extend beyond the description of the activity listed on this form. This is a complete release of liability and a legally binding contract. I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Full Name: _____

Phone Number: _____

City and State of Residence: _____

Email address only if I desire to receive newsletter and promotional information. By providing my email I agree to receive monthly notices from OSA:

Signature

Date