Registration Form "Return to Virginia" June 11-14, 2023 Hood's Texas Brigade Association, Re-Activated

To complete your registration for the tour, you must sign and return the form below together with either a deposit or final payment made out to HTBAR or Hood's Texas Brigade Association, Re-activated. By US Postal Service to Treasurer John Stevens 2427 Pioneer Oaks Drive, Fresno, TX 77545 (indicate it is for the 2023 HTBAR Tour). You can scan and e-mail the registration form as an attachment to John at <u>htbar1967@yahoo.com</u>. Call him if you have a problem at 281-431-8195 (home) or 713-885-5288 (cell) (But you will still need to mail John the payment.) Final payment is due is June 1, 2023.

TOUR INFORMATION

Yes, I want to participate in the Hood's Brigade Tour, June 11-14, 2023!

PARTICIPANTS

1. Name:		Date of Birth:	_
2. Name:		Date of Birth	
Address:			
City:	State:	Zip:	
Email Address:(Ur	nless HTBAR is notified, your email address will be	included on the participant list for this tour.)	
Phone (Home):	Business:	Cell:	

TOUR COST & PAYMENT INFORMATION

Cost of the tour is \$725 per person for full price and a special Early Bird Price of \$645, excluding airfare and hotel accommodation and must be received by HTBAR by the following deadlines:

\$645 Early Bird Price (if register by May 12, 2023)
\$725 Regular Price (deadline June 1, 2023)
\$100 deposit by April 14 will hold your place!
(Air & Hotel NOT included)
Payment may be made by Check or Money Order made out to HTBAR or Hood's Texas Brigade Association, Re-activated.

Payments should be sent along with your completed registration form to: Treasurer John Stevens 2427 Pioneer Oaks Drive, Fresno, TX 77545 (indicate it is for the 2023 HTBAR Tour). You can scan and e-mail the form as an attachment to John at <u>htbar1967@yahoo.com</u>. Call him if you have a problem at 281-431-8195 (home) or 713-885-5288 (cell) (But you will still need to mail John the payment.) Final payment is due is June 1, 2023.

Indicate check or money order # _____; amount of check _____;

name of bank _____; for deposit ___; for final payment _____.

You can e-mail John that you are sending the payment at htbar1967@yahoo.com. 281-431-8195 (home) or 713-885-5288 (cell).

<u>CANCELLATION</u>: Refunds are made according to the following schedule: If cancellation is made by May 18, 2023, a cancellation fee of \$50 per person will be charged. If cancellation is made after May 18, 2023, no refund is available.

ADDITIONAL INFORMATION:

Hotel Reservations: You are responsible for making your own room reservations at the tour hotel, **Four Points by Sheraton (a Marriott/Bonvoy hotel), Richmond Airport,** 4700 S. Laburnum Avenue, Richmond, VA; 804/446-1202. Group Rate = \$139 + tax for total of \$158.46. Limited number of group rooms available.

Link for Group Rate: https://www.marriott.com/event-reservations/reservation-link.mi?id=1678223036598&key=GRP&app=resvlink/.

Cancellation is required the day prior to the arrival date.

Release date for the room block is May 25, 2023. All rooms that have not been reserved by that date will be released. Note that the special group rate begins in effect on June 9 and lasts through June 17. Many in our group will wish to arrive early and extend after the tour is over.

Four Points by Sheraton is a part of the Marriott/Bonvoy hotel chain. Please plan to stay in the official hotel. If we do not have 20 rooms booked for each of the nights that we use the meeting room (June 11, 12, 13, 14), Hood's Brigade Association, Re-Activated. will be charged an additional fee for each night. As we work on a small margin, this will make a large difference to us. Also, we will be leaving early every morning and the bus will not be able to wait for late arrivals.

MEDICAL AND CONTACT INFORMATION

1. Please provide us briefly with pertinent medical information including medications.

(Please be sure to bring all your health insurance cards as a "just in case."

2. In case of emergency, contact: Name, telephone number, relationship

3. List any dietary requirements (i.e. allergies, vegetarian).

4. Physical liabilities: please note if you anticipate any physical difficulties. There will be less walking on this tour than the previous ones. However, if you experience difficulties you will be free to stay on the bus or wait at rest areas for the group.

ASSUMPTION OF RISK, WAIVER AND RELEASE

IMPORTANT NOTICE: YOUR REGISTRATION IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN, AND RETURN WITH YOUR DEPOSIT OR FINAL PAYMENT. YOU WILL NOT BE CONFIRMED ON THE TRIP UNTIL YOU HAVE SIGNED THE RELEASE AND INDEMNITY AGREEMENT.

Each registrant named on the reverse desires to participate in the tour(s) listed thereon. Therefore, each registrant knowingly and voluntarily **WAIVES**, **RELEASES**, **SAVES**, **HOLDS HARMLESS and INDEMNIFIES HOOD'S TEXAS BRIGADE ASSOCIATION RE-ACTIVATED**, its agents, servants, employees, volunteers, officers, directors, attorneys, contractors and subcontractors, past, present, and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that registrant's participation in the tour(s) (collectively, "Claims"). It is expressly understood and agreed that the foregoing waiver, release, and indemnity shall apply to and control against all Claims, even those where registrant has a particular illness or medical condition that requires or might require special monitoring, attention, or medical treatment, and irrespective of whether registrant has informed HTBAR or other Released Parties of such illness, condition, or requirements.

IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OFWHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESSOF THE DEGREE OF NEGLIGENCE.

I/we have received and read a copy of the Deposit and Cancellation Policies and the Responsibility clause, as contained within the detailed itinerary for the tour, by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems listed, each registrant is in good physical health and able to tolerate the physical demands of the tour(s). Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be

Terms & Conditions

submitted by Registrant and the Released Parties to non-binding mediation in Travis County, Texas. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Austin, Travis County, Texas, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Texas. No waiver of this agreement to arbitrate shall be enforceable on the parties, and judgment hereon may be entered by a court in Travis County, Texas having subject matter jurisdiction. If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Travis County, Texas. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties. Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce. This agreement to mediate, arbitrate, or submit controversies or claim to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement.

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter thereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement, and shall not affect the remaining provisions of this Release and Indemnity Agreement. The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, HOOD TEXAS BRIGADE ASSOCIATION, RE-ACTIVATED AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY HOOD'S TEXAS BRIGADE ASSOCIATION, RE-ACTIVATED SHALL BE IN TRAVIS COUNTY, TEXAS.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement. If more than one client is registered from the same household, both signatures are required on this form.

All participants in your party must sign.

1. Signature of first registrant:

2. Signature of second registrant:

Date: _____

Thank you very much! We look forward to your being with us!