

ALABAMA CIVIL RIGHTS TOURISM ASSOCIATION (ACRTA)
TERMS AND CONDITIONS AND RELEASE OF LIABILITY

Health and Participation Requirements

We request that you be in good health to participate in this Alabama Civil Rights Tourism Association (“ACRTA”) tour and able to independently perform activities including walking and standing for up to one hour at a time, walking up to one mile including uphill terrain, and boarding and disembarking transportation multiple times per day.

Restaurants for independent meals may be located up to one-half mile from the hotel. Some facilities, including Bricklayer Hall, may require stair access and may not have elevators.

ACRTA does not provide individual assistance. Participants requiring assistance must travel with a companion who is solely responsible for providing such assistance.

Some historic properties may not be fully accessible. Participants should contact ACRTA at least 60 days prior to departure regarding accessibility concerns. Accessible hotel rooms are limited and subject to availability.

ACRTA reserves the right to remove any participant whose physical or mental condition, in its judgment, compromises the operation of the tour or the safety or enjoyment of others. No refunds will be provided in such cases.

Limits of Responsibility

ACRTA purchases transportation, accommodations, and other services from independent suppliers not under its control.

To the fullest extent permitted by law, ACRTA shall not be liable for any act, error, omission, injury (including death), loss, damage, delay, or inconvenience caused by such suppliers or by events beyond its control, including but not limited to weather, mechanical failures, labor disputes, acts of government, civil unrest, or force majeure, except to the extent caused by the gross negligence or willful misconduct of ACRTA.

ACRTA reserves the right to make reasonable changes to the itinerary or accommodations when necessary. ACRTA acts solely as an agent for suppliers and does not assume liability for their acts or omissions.

ACRTA’s maximum liability shall not exceed the amount paid by the Participant.

Arbitration and Governing Law

Any controversy or claim arising out of or relating to this Agreement or the tour shall be resolved by binding arbitration in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association.

This Agreement shall be governed by the laws of the State of Alabama, without regard to conflict of law principles.

If arbitration is not enforceable, or judicial review is sought, any action shall be brought exclusively in Alabama courts, and the parties consent to jurisdiction and venue.

Assumption of Risk

Participation in travel involves inherent risks, including injury or death. Risks may arise from transportation, activities, natural conditions, or acts of others.

Participants knowingly and voluntarily assume all such risks.

Medical Care

Participants understand that while medical care is available throughout the United States, access to immediate care may vary depending on location, timing, and circumstances. In the event of illness or injury, participants are responsible for all costs associated with medical treatment, transportation, or other services.

Participants authorize ACRTA staff or representatives to take reasonable actions in response to a medical situation, including arranging medical care if necessary. Any decisions made will be based on the information available at the time, and participants agree to hold ACRTA harmless for such actions taken in good faith.

Release of Liability and Indemnification

To the fullest extent permitted by law, participants agree to release, indemnify, and hold harmless ACRTA from any claims arising out of participation in the tour, except to the extent caused by gross negligence or willful misconduct.

Participants waive any right to seek consequential, punitive, or exemplary damages.

Time Limit for Claims

Claims must be submitted in writing within 185 days of the event. Legal action must be filed within one year and served within 120 days thereafter.

Indemnity

Participants agree to indemnify ACRTA against claims arising from their actions, omissions, or breach of this Agreement.

Privacy Policy

ACRTA's Privacy Policy is incorporated by reference into this Agreement.

Final Acknowledgment

By submitting payment or participating in an ACRTA program, you acknowledge that you have read, understand, and agree to these Terms and Conditions, and that they affect your legal rights.