

# TheSecretTours.com

## LIABILITY WAIVER

### **LIABILITY WAIVER:**

The Secret Tours LLC Assumption of Risk and Warning of Risk Waiver and Release of Claims ("Assumption & Release") The Secret Tours LLC is a trademark of The Secret Tours LLC.

- By creating a The Secret Tours LLC account, registering for and/or participating in The Secret Tours LLC in any way, you acknowledge that you have fully read, understood, covenant and agree to this full Release Waiver.
- By registering for and/or participating in The Secret Tours LLC, you and your teammate(s), friends, those you're participating and/or traveling with, etc. (hereafter 'teammate(s)') hold harmless The Secret Tours LLC and its employees, partners, sponsors, etc. Meaning, you agree to not sue or make any legal claims against The Secret Tours LLC, its employees, partners or sponsors for any expenses, damages, injuries, or losses from participating in The Secret Tours LLC. You also acknowledge and agree to follow all of The Secret Tours LLC Rules.
- You must be 18 years or older to participate or have parental/guardian consent
- Participate at your own risk.
- You agree to: Be smart. Be safe. Be courteous.
- You agree to: Use caution and discretion and obey all local laws at all times.
- You understand and agree that no refunds will be given for any reason, including, but not limited to: weather, travel delays, acts of God, natural disasters, etc. You also understand and agree that events and itineraries are subject to change and no refunds will be given.
- You understand and agree that: By registering for and/or participating in The Secret Tours LLC, you and your teammate(s) assume all liability and responsibility for your actions and safety.

The Secret Tours LLC and its Sponsors assume no liability or responsibility for your actions nor safety, nor the actions and safety of your teammates, nor anyone affected by your or your teammates actions. In consideration of being allowed to participate in any way in The Secret Tours LLC™ related events and/or activities (the "Event"), by registering for and/or participating in Secret Tours LLC, I acknowledge, covenant and agree that:

1. The risk of injury, illness, disability and/or death from the activities involved in the Event is significant including, but not limited to the following: (i) sprains; (ii) strains; (iii) fractures; (iv) burns, cuts and tears; (v) bruises; (vi) heat and cold injuries; (vii) various water-related injuries, including but not limited to drowning; (viii) over-use syndrome; (ix) accidents and/or injuries involving vehicles; (x) animal and/or insect bites and or/stings; (xi) contact with poisonous plants; (xii) accidents and/or injury involving, but not limited to falling, slipping, sliding, running, travel by boat, truck car or other convenience; (xiii) heart attack; (xiv) potential for permanent paralysis and/or death; (xv) illness; (xvi) those risks created by other Event participants; (xvii) I understand that the Event activities may be dangerous and could cause bodily harm, injury, or death to myself and/or others and that I am not in any way required to participate, but am choosing to of my own free will; (xviii) those risks due to defects or conditions of or at the Event. While particular rules, equipment and personal discipline may reduce these risks, the risk of death, illness, disability or injury does exist.
2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks of all nature for my participation in the Event;
3. I agree to abide by any decision of an Event official relative to my ability to safely complete the Event, which decision is at the sole discretion of the Event official and I agree lack of a decision does not create any liability or waiver thereof whatsoever.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE The Secret Tours LLC and their officers, directors, members, managers, representatives, officials, principals, owners, licensees, franchisees, agents, affiliates

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and/or employees, subsidiaries and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of the premises used to conduct the Event (collectively "Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, ILLNESS, INCAPACITY, DAMAGES, EXPENSES, DEATH,** and/or loss or damage to person or property incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with the Event.

5. I attest and verify that I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in the Event is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization. I understand and agree that children under the age of 18 are not permitted to participate or accompany me in the Event unless a parent or guardian signs a waiver on their behalf and if no signature is obtained, I assume full and complete liability and this Agreement extends to such minor's participation.

6. I consent to administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. This release extends to any liability arising out of, or in any way connected with the medical treatment and/or transportation.

7. I understand The Secret Tours LLC is an event subject to multiple safety considerations and acts of God, which may cause cancellation with limited notice. Wind, rain, dry weather, and heat may cause delay, rescheduling, or cancellation. I understand under no circumstances am I entitled to a refund from The Secret Tours LLC for delay, rescheduling, or cancellation. Any insurance purchased is provided through a third-party provider and The Secret Tours LLC is not liable for such purchase.

8. I acknowledge and verify that I may be dismissed from participation, without refund, if I endanger the safety or negatively affect the Event, a person, a facility or property of any type or kind.9. I hereby irrevocably, absolutely and in perpetuity, grant unlimited permission to the Releasees to film, videotape and record gratis the performance of the above-named participant in the Event and subsequently to telecast, sell, distribute and other utilize the same in whatever manner Releasees deem appropriate. Such permission includes without limitation granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to own, use, publish, copyright, reproduce, sell, distribute, or broadcast my name, nickname, image, likeness, voice, photograph, signature facsimile, or any other depiction of any kind of me or my likeness (collectively the "Images"), in connection with or due to my participation in the Event, in any electronic or print format or media or format whatsoever, whether such format is now known or later developed. I acknowledge and agree that Releasees and their representatives will have this unlimited right throughout the world.

10. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate, heirs or assigns.

11. I have read, understand and agree to obey all Event Rules and understand and agree that by breaking any of the Rules I may be disqualified from the Event and/or put myself and/or others at risk of accident, injury, damages or even death and I take full and complete responsibility for my actions.

12. I understand and acknowledge that participation in the Event is strictly personal and registration cannot be transferred. Participation in the Event will be deemed full agreement to each and every term of this waiver of liability and release

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I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION AND WARNING OF RISK AGREEMENT, I DO FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THERE ARE NO REFUNDS.

13. I am at least 18 years old, OR I am under the age of 18 and in addition to me my Parent/Guardian has reviewed this waiver and consented to its terms.

All Participants Waiver & Release of all claims and assumption of risk. I recognize and acknowledge that there are certain risks of physical injury to participants in Secret Tours LLC, and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which may accrue to me) as a result of participating in these activities against The Secret Tours LLC including its owners, managers, officers and employees, the event officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as "Administrators"). Participants registering for the event, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I agree that I am solely responsible for determining if I am physically fit and/or skilled for the event or activities contemplated by this Assumption and Release. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including burns, death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the event, program or activities including injuries caused or associated with transportation to and from the event. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online registration shall substitute for and have the same legal effect as an original form signature.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. I understand, acknowledge and agree that if I am not at least 18 years of age, I am not permitted to participate in The Secret Tours LLC unless I have had my parent/guardian consent to this waiver. If you are a parent or guardian of a participant under the age of 18, you agree to the following: I, the parent or guardian of the above-named participant, have read through this waiver and all its terms, and I hereby give my approval to this child's participation in The Secret Tours LLC™. I assume all risks and hazards incidental to my child's participation in The Secret Tours LLC™, and I hereby waive, release, absolve, indemnify and agree to hold harmless the Administrators, as defined above, for any injury to my child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in The Secret Tours LLC™. I consent to the foregoing and grant permission for him/her to participate in The Secret Tours LLC™. I acknowledge I have carefully read, accepted and agreed to the terms on this Assumption and Release and Liability waiver, and know and understand their contents on my own free act and deed.

When you type "AGREE" to begin the Tours, you agree to this Liability Waiver.