

PARTICIPANT'S RELEASE AND INDEMNITY AGREEMENT
AS TO
Queen City Underground _____ Tour

READ CAREFULLY BEFORE SIGNING

The undersigned hereby applies to participate in the tour described above ("Tour") and in connection therewith, acknowledges and agrees as follows:

I am aware and/or have been advised that the Tour poses a substantial risk of physical harm and will be conducted in areas and structures that are not open to the public and are not in compliance with applicable building codes and safety regulations and have not been rendered free of obstacles and conditions presenting danger. I have evaluated the risk of participation and desire to assume that risk and, further, I hereby release and agree to hold harmless and indemnify the Tour promoter, Newport Walking Tours, LLC, d/b/a Queen City Underground, its principals, agents, employees, sponsors, and the owners and occupiers of real property on and in which the Tour is conducted ("Releasees"), from any and all claims, actions, damages, liabilities, costs, or expenses, and without any limitation whatsoever, whether consisting of personal injury, property damage or death, that do or may result in any way connected to the Tour ("Claim"), whether such injuries of any kind or nature are caused by their negligence or not, assuming for myself any and all responsibility and liability for same. Further, I agree that I will not sue any Releasee. **I SPECIFICALLY AGREE THAT BEFORE PARTICIPATING I WILL INSPECT ALL AREAS INVOLVED FULLY REALIZING, ACCEPTING, AND UNDERSTANDING THAT THE TOUR IS INHERENTLY RISKY AND DANGEROUS, AND CARRIES SIGNIFICANT RISK OF PERSONAL INJURY AND PROPERTY DAMAGE TO ME AND OTHERS.**

This release and indemnity is binding upon my heirs, administrators, executors and personal representatives, and I herewith affirm my free and willing intent to execute it, acknowledging a complete understanding of its terms and conditions and the totality of its effect, and the waiver of any rights that I would otherwise have had, had this agreement not been executed. If I have signed as guardian of a minor participant, I warrant that I am the parent or legal guardian of such minor and that I will indemnify the Releasees from any Claim made by or on behalf of such minor. I hereby waive any right of subrogation on behalf of my insurer(s) and agree that no claim may be brought against the Releasees by any such insurer by way of subrogation.

I HAVE READ AND UNDERSTOOD THE RELEASE AND INDEMNITY AGREEMENT ABOVE.

Signature

Date

Print Name of Participant

Check if signed by parent or guardian