



## BOSTON SIGHTSEEING TOURS, LLC

### LIABILITY WAIVER & RELEASE

I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue Boston Sightseeing Tours, LLC; its officers, agents, representatives, employees or tour guides [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by me as a result of my participation in a tour or experience offered by Boston Sightseeing Tours, LLC due to any cause whatsoever, including without limitation, negligence on the part of Boston Sightseeing Tours, LLC; its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action.

I am aware that the tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour or event is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness Boston Sightseeing Tours, LLC or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour.

Guest understands and acknowledges that the Tour involves transportation by various motor vehicles, including, but not limited to shuttle, van, automobile, bus or public transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. While Guest understands and agrees that Boston Sightseeing Tours, LLC will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Guest understands that Boston Sightseeing Tours, LLC assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither Boston Sightseeing Tours, LLC; nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with T&T, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by Boston Sightseeing Tours, LLC gross negligence or intentional malfeasance.

Guest agrees and acknowledges that Boston Sightseeing Tours, LLC shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during the Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against Boston Sightseeing Tours, LLC arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by Boston Sightseeing Tours, LLC or its Staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this tour or event and Wavier and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree to grant the sponsors of this tour or event to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes Guest hereby gives full consent to Boston Sightseeing Tours, LLC to use and publish Guest's likeness on advertisements, and acknowledges that Boston Sightseeing Tours, LLC does not compensate guests in any manner for the use of images in any of the following: photographs, images, drawings and renderings, and for the use of including but not limited to: Boston Sightseeing Tours, LLC website, brochures, advertisements, bulletins, media releases, newspaper and magazine articles, and any other form of promotion, information and publication, both print and digital.

Continued on Page 2:

As a participant on the tour or event, I accept full responsibility for my behavior, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than I am used to. I further realize that the tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well being and health during the tour or event. I agree to hold neither Boston Sightseeing Tours, LLC nor its Staff, or facility liable in any way should any harm come to me.

Indemnification: I agree to defend and indemnify the Released Entities from any and all claims incurred in any way arising out of my participation in the Tour, and I agree to indemnify and hold the Released Entities harmless from and against any and all liabilities, claims, actions, damages, expenses, lawyers' fees, and losses of any kind in any way resulting from my participation in the Tour.

Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

Binding Effect. This Agreement is binding upon my personal representatives, heirs, beneficiaries and assigns and will inure to the benefit of Company, its successors and assigns.

Amendment. This Agreement can be amended or modified by the Company at any time without my consent.

Waiver. No section of this Agreement can be waived except expressly in writing signed by both parties. The failure of any of the Released Parties to enforce any of their rights at any time is not deemed a waiver to enforce their rights under this Agreement.

Severability. The invalidity or unenforceability of any section of this Agreement does not affect the validity or enforceability of the other sections of this Agreement, and this Agreement will be enforced as if the invalid or unenforceable section was never a part of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all prior, written or oral, agreements among the parties.

**By purchasing the ticket(s) or participating in the tours, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF TOUR)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against harm and communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name(s) of minor participants: \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_