

# VICINITY TOURS, LLC

## Waiver and Release of Liability

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: M / F (circle one)

Date(s) of tour with Vicinity Tours: \_\_\_\_\_ to participate in their walking tour and/or riding/driving tour, I agree to the following: I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my participation in such activities; (b) my participation in the tour may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Vicinity Tours, LLC, Columbus Consolidated Government, Georgia Power, Phenix City, Alabama, any of the business or educational establishments that the tour may include within the tour route, and the United States; the negligence of the participants, the negligence and/or wrongful conduct of third parties (including but not limited to motorists, bicyclists, or others), accidents, the actions of animals, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, tour route location, and vehicle or pedestrian traffic, risks of exposures to weather elements such as temperature are integral to recreational activities that take place in an outdoor environment; and (d) by my participation in these activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or wrongful conduct of the owners, agents, officers, or employees of Vicinity Tours, LLC, Columbus Consolidated Government, Georgia Power, Phenix City Alabama, any of the business or educational establishments that the tour may include within the tour route, or the United States, by any third party, and/or by force of nature and/or animal. In addition, I understand and agree to follow the rules of the tour and that Vicinity Tours, LLC is not in any way responsible for any harm, injury, loss, or misfortune related to my failure to follow the rules of the tour. In addition, I hereby grant permission to Vicinity Tours, LLC, to make and use for promotion or other purposes, photographic or video records without recourse or compensation to me.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Vicinity Tours, LLC, Columbus Consolidated Government, Phenix City, Alabama, any of the business or educational establishments that the tour may include within the tour route, and the United States, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my participation with Vicinity Tours LLC. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of Vicinity Tours, LLC, Columbus Consolidated Government, Phenix City Alabama, any of the business or educational establishments that the tour may include within the tour route, and the United States.

I have read this document. In signing this document, I fully recognize and understand that if I, (or any minor on whose behalf I am signing this release), am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against Vicinity Tours, LLC even if they negligently or by some other act or omission cause the injury or damage. I expressly assume all risk. I voluntarily sign my name as evidence of my acceptance of the above provisions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_