Activity Waiver and Release

I, <u>participant of tour</u>, vacationing on the <u>Mississippi Gulf Coast</u>, desire or intend to allow my child(ren) to participate in the <u>Hiking</u>, <u>Walking</u>, <u>Sightseeing Tours</u> offered by Tailor-Made Tours in <u>Gulfport</u>, <u>Biloxi</u>, and <u>Ocean Springs</u>, <u>Mississippi</u>.

Assumption of Risk

I understand and appreciate the inherent risks associated with the Activity, and agree to assume all responsibility for any risk, known or unknown, associated with participation in the Activity.

Waiver of Liability

To the extent that statute and case law allows for waivers of liability regarding ordinary negligence, I, my spouse, heirs, administrators and representatives hereby release Tailor-Made Tours, their parent companies, affiliates, employees, contractors, management, volunteers, insurance carriers, agents, successors and assigns from any and all claims arising from the negligence of Releasees associated with use of the Facility, participation in the Activity.

Furthermore, I, my spouse, heirs, administrators and representatives, release, indemnify and hold harmless the Releasees for any personal injury to Participant, mental anguish of Participant, their spouse, or family, wrongful death of Participant, claims brought by others arising from Participants conduct during participation in the Activity, and other legal claims that occur in association with the use of the Facility, participation in the Activity. The indemnification extends to any court costs, legal fees, attorney fees and administrative costs associated with the claims.

General Terms

In exchange for the execution of this waiver, Tailor-Made Tours is allowing Participant to participate in the Activity.

This waiver supersedes any prior agreements or representations, written or otherwise, made between myself and Tailor-Made Tours. If any of this waiver is deemed unenforceable, that provision shall be severed from the waiver and the remaining provisions shall remain in full force and effect. This waiver shall be governed by the laws of the state of Mississippi