

# Liability Waiver

## **Tailor-Made Tours Liability Waiver**

Read carefully. This affects your legal rights.

I (the party agreeing to these terms by reserving, purchasing, and/or participating in the tour) hereby waive any and all claims I may have now and in the future, and release from all liability and agree not to sue MS Gulf Coast Tours, LLC, its officers, agents, representatives, employees or tour guides for any personal injury, death, property damage, or loss sustained by me as a result of my participation in the walking tour due to any cause whatsoever, including without limitation, negligence on the part of MS Gulf Coast 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 acknowledge that I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein and I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity. I am aware that the tour, 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 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 MS Gulf Coast 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.

I understand that MS Gulf Coast Tours, LLC will not be responsible for any medical costs associated with an injury I may sustain. I also understand that I am responsible for any damage I cause to the employees. 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 MS Gulf Coast Tours, LLC 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. As a participant on the tour, 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. I agree to hold neither MS Gulf Coast Tours, LLC, nor its staff liable in any way should any harm come to me.

I acknowledge and understand the dangers associated with the consumption of alcohol, agree that I am solely responsible for removing myself from participation in the walking tour if at any time I feel unable to complete or participate in the walking. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, or not, whether caused by negligence of MS Gulf Coast Tours, LLC or otherwise.

In agreeing to this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by MS Gulf Coast 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 walking tour 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 to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes. By purchasing the tour, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.