

Copy of Walking Tour Waiver

I, the purchaser/participant, 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 Noelle Lorraine Williams, 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 "Invisible Black City: Newark Underground Railroad - Outdoor Walking Tour" due to any cause whatsoever, including without limitation, negligence on the part of Noelle Lorraine Williams, its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest, violence 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 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 walk tour and the possibility of personal injury, death or property damage or loss resulting there from. I agree that if I suffer injury or illness Noelle Lorraine Williams or her volunteers/staff can, at my cost, call 911 as deem necessary for my health and safety.

I understand that photographs taken on this tour may only be used for non-commercial or personal purposes. Videos of the presentation are not allowed on this tour.

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 walking tour.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by Noelle Lorraine Williams or its Staff or any other inducement or coercion to go on the walking 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 prior to signing it 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.

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, including but not limited to: climbing stairs. I further realize that the tour may involve walking through unfamiliar, narrow and/or steep corridors, gangways, roads, stairways and driveways.

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