

RELEASE OF LIABILITY FOR PARTICIPATION IN TOUR

I, _____, desire to voluntarily participate in a tour organized and presented by All That Enterprises LLC doing business as Middleburg Ghost Tours (hereinafter the “Activity”) on _____ . As a participant, I recognize and understand that my participation in the Activity is voluntary and optional. I understand that there are risks associated with my participation in this Activity, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from my own or other’s actions, inactions, or negligence, or the condition of the activity location(s) or facility(ies). I recognize that as a participant of this Activity I will be walking along sidewalks and crossing streets during hours in which it may be dark, which may expose me to personal injury and/or property damage, and I assume all responsibility for that risk of injury or damage. I understand that the Town of Middleburg is not affiliated with Middleburg Ghost Tours and has no role in the Activity whatsoever. I understand that the Town of Middleburg is not liable for any consequences of my actions including injury to persons and property arising during the Activity, and I accept full responsibility for reimbursement to the injured party or the Town for any damages sustained by them or it due to my actions.

Furthermore, I agree, as a condition of my participation and in consideration thereof, to be solely responsible for any damage or injury to third parties or to myself resulting from anything connected with the Activity, and agree to and hereby do release, discharge, hold forever harmless and indemnify the **Town of Middleburg**; its Mayor and Council; its agents, officers, servants, and employees against loss from any and all claims, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by me, or by any other person having a legal interest therein, arising from or by reason of any and all known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by me in consequence of any accident or injuries in connection with the Activity. Said indemnification shall include, but not be limited to, court costs and reasonable attorneys’ fees. Furthermore, I agree to indemnify the Town of Middleburg for any loss or damage to the premises, facilities, or equipment of the Town of Middleburg that I may cause.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT that I am 18 years of age or older and understand that I am signing a complete and perpetual release and bar to any and all claims resulting from my participation in this Activity. I sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made, and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. IF THE PARTICIPANT IS NOT 18 YEARS OF AGE OR OLDER, THIS RELEASE MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.

Date

Printed Name of Participant

Date of Birth

Signature of Participant or Guardian