

WAIVER OF LIABILITY AND ASSUMPTION OF RISKS

Cincinnati Museum Center

NOTICE

I have requested participation in and have been granted the opportunity through the Cincinnati Museum Center ("the Museum") to participate in the Museum's **Cincinnati Heritage Programs Walking Tours on Date:** _____ **at 2:00 p.m.** (the "Tour").

WAIVER OF LIABILITY AND ASSUMPTION OF RISKS

Waiver: In consideration of my participation in The Trip, and on behalf of my executors, heirs, assigns and successors, I do hereby release, indemnify, and hold harmless the Museum, its employees, trustees, agents, volunteers, owners, affiliates, members, directors, and officers, (the "Released Parties") from all liability from any injuries, property damage, theft or other loss of whatever nature relating to or in any manner arising out of my participation by the undersigned in The Trip, including, without limitation, such injury, damage, theft or loss resulting from negligence on the part of the Released Parties.

Assumption of Risks: I hereby expressly assume all risk of injury (including permanent disability and death) arising out of my participation in The Trip, howsoever caused or arising and accept personal responsibility for the damages following any such injury, permanent disability or death. This Waiver of Liability and Assumption of Risks Agreement extends to all activities involved in The Trip, as described.

By signing below, I acknowledge that I have carefully read and understand the information stated above and that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature a complete and unconditional release of all liability as to the Released Parties to the greatest extent allowed by law.

Participant's Printed Name

Date

Participant's Signature

If Participant is under 18 years of age:

I, the undersigned parent, guardian, or custodian of the minor, for myself and on behalf of the minor, hereby unconditionally waive, release, hold harmless, and will indemnify, acquit and forever discharge the Released Parties of, from and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special, and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly or in any way related to or growing out of the minor's participation in the Tour, including on account of any and all injuries, illnesses and other damages, including death.

Parent or Guardian's Printed Name

Date

Parent or Guardian's Signature