

PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Name of Event: Inclines and Overlooks Bus Tour

Date of Event: Saturday, September 30

NOTE: THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT (THIS “RELEASE AND WAIVER”) MUST BE READ AND SIGNED UNALTERED BEFORE THE UNDERSIGNED PARTICIPANT (“PARTICIPANT”) IS PERMITTED TO PARTICIPATE IN ANY CAPACITY WITH THE MUSEUM (AS DEFINED HEREIN).

BY SIGNING THIS RELEASE AND WAIVER, THE PARTICIPANT AFFIRMS HAVING READ, UNDERSTOOD, AND AGREED WITH THE CONTENTS, WHICH SHALL BE BINDING UPON PARTICIPANT.

In consideration of executing this Release and Waiver and participating in any way in the Cincinnati Museum Center, an Ohio nonprofit corporation, and its affiliates, subsidiaries, and related entities (collectively, the “**Museum**”), programs, now or at any time in the future (each participation an “**Event**” or “**Events**”), I, Participant, for myself, my heirs, next of kin, personal representatives, past, present and future beneficiaries, administrators, executors, and assigns, hereby agree to the following:

REPRESENTATIONS AND WARRANTIES

I, Participant, acknowledge and represent that: (1) I am at least 18 years of age; (2) I have agreed to participate in one or more Events after careful consideration of the risks that may be associated with the Events; (3) I certify that I am in good health and have no conditions or impairments which would preclude my safe participation in any Event, including that I am current on all medical vaccinations or that I have made the decision to not vaccinate myself and understand the risks associated with that decision; (4) I warrant that I will agree to assume full financial responsibility for any and all damages to, or losses of, the real or personal property of the Museum or any third party caused directly or indirectly, in whole or in part, whether or not foreseeable, by myself, as determined by the Museum in its sole and absolute discretion, and I further agree to indemnify and hold harmless the Released Parties (as defined herein) from any third-party claims related thereto; and (5) I understand that my participation in any Events may be revoked or suspended at any time for non-compliance or safety issues, as may be determined by the Museum in its sole and absolute discretion.

PARTICIPANT ACKNOWLEDGES THAT PARTICIPATION IN ANY EVENT IS STRICTLY VOLUNTARY, AND OFFERED BY THE MUSEUM SOLELY AS AN OPPORTUNITY FOR PARTICIPANT IF S/HE CHOOSES TO PARTICIPATE.

ACKNOWLEDGEMENT OF RISK

I, Participant, acknowledge and fully understand that my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or areas where an Event is being conducted. Such risks include, but are in no way limited to: (1) slips, trips, and falls, (2) athletic injuries, and (3) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in Events, and that said list in no way limits the operation of this Release and Waiver. I also acknowledge that any injuries I may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. I further acknowledge there may be other risks and economic losses, which may be known to me or may be unforeseeable, that are presented by my participation in any Event.

CORONAVIRUS/COVID-19 WARNING & DISCLAIMER

The novel Coronavirus-2019 (“**COVID-19**”) is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in an Event could increase the risk of contracting COVID-19. The Museum in no way warrants that COVID-19 infection will not occur through participation in an Event or accessing the Museum’s facilities.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

I, Participant, further agree to release, indemnify, save, defend, and hold harmless the Museum and any person or entity sharing common control, as well as all of the Museum’s employees, officers, trustees, board members, agents, representatives, volunteers, staff, sponsors, independent contractors, attorneys, insurers, successors, and assigns (the “**Released Parties**”) from all liability, losses, claims, demands, damages, causes of action, court costs, attorney fees and other expenses arising from my participation in any Event or the activities contemplated therein (including, without limitation, any form of negligence by any of the Released Parties, or any other person or persons), and hereby waive my right to assert same against the Released Parties.

EMERGENCY MEDICAL CARE

In the event the emergency contact provided hereto cannot be reached in the event of an emergency, I authorize the Museum and its representatives to act on my behalf with respect to the provision of such care in the event I cannot do so, and I consent to any and all treatment. I further agree to use my personal medical insurance as a primary medical coverage payment if an accident or injury occurs, and agree to pay all costs and expenses incurred in connection with any medical care provided, including the cost of transportation.

RIGHT TO USE PHOTOGRAPHS, VIDEO, AND IMAGES

I, Participant, understand that public relations are an important part of the activities conducted at the Museum. I hereby authorize the Museum to use, without notice or compensation, my likeness in any and all social media, photographs, and video and images, and, further, to include my name in any materials that promote the Museum’s services and programs, or to publicize any Event, or for any other lawful purpose (including, but not limited to, the right to edit, alter, copy, publish or distribute). I understand and agree that all film, prints, and negatives become the sole property of the Museum and may be used by the Museum without payment or royalties or any other consideration or prior notification.

MISCELLANEOUS

This Release and Waiver shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that any action arising out of any Event or this Release and Waiver must be brought exclusively in any state or federal court located in Hamilton County, Ohio. If any provision of this Release and Waiver is deemed invalid, void, or unenforceable, such provision shall be considered severed from this Release and Waiver and the remaining provisions shall be given full force and effect. No change, modification, amendment, or addition of or to this Release and Waiver shall be valid unless in writing and signed by the Museum’s President and Chief Executive Officer or his/her designee. This Release and Waiver shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties hereto.

I, PARTICIPANT, HAVE READ THIS RELEASE AND WAIVER IN ITS ENTIRETY, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I HAVE READ THIS RELEASE AND WAIVER

Participant’s Signature

Emergency Contact Name

Print Name

Emergency Contact Number

Date