

YE OLDE TAVERN TOURS, LLC - LIABILITY WAIVER

I, the undersigned, hereby enter into this agreement which is governed by the laws of the Commonwealth of Massachusetts, for the participation in a tour of historic sites, taverns, and landmarks of Boston, MA, organized and directed by Ye Olde Tavern Tours, LLC, its guides, and its employees (hereinafter "Ye Olde Tavern Tours, LLC") on this day _____.

I understand that my participation in this activity is a voluntary decision, made by myself, a person of sound mind and body, and above the age of 21. In electing to participate in this historical tavern tour of Boston, MA, **I assume all of the risks and potential hazards** associated with engaging in this activity. These risks and hazards include, but are not limited to, physical injury, personal property damage, loss, or theft, and dangers associated with the consumption of alcoholic beverages.

I understand that this tour will take me to establishments that serve alcoholic beverages, and that **I must at all times comply with the laws of the Commonwealth of Massachusetts, in which the consumption of alcohol by a minor is forbidden**. I further certify that I am at least 21 years of age and in possession of valid, government-issued identification that can be produced upon request for entrance into alcohol-serving establishments. I acknowledge and understand that any denial of entrance into an alcohol-serving establishment for any reason, including but not limited to being under the age of 21 or failing to produce proper identification, may result in my expulsion from the tour without refund at the sole discretion of the tour guide.

I further acknowledge and attest that all decisions related to the consumption of alcoholic beverages are my own, and that Ye Olde Tavern Tours, LLC, is not responsible for monitoring my alcohol consumption, nor is Ye Olde Tavern Tours, LLC, responsible for monitoring my intoxication levels or determining whether I have consumed too much alcohol. That notwithstanding, I understand that my license to participate in this tour may be revoked and that I may be removed from the tour at the sole discretion of the tour guide if the tour guide believes that I am intoxicated.

I understand that this historic tavern tour is undertaken "on foot," meaning that participants must walk to and from each destination. I certify that Ye Olde Tavern Tours, LLC, is not responsible for any injury, including physical injury, personal property damage, loss or theft that may arise from the dangers associated with a walking tour or associated with my own travel to and from the walking tour, the arrangements for which I acknowledge are solely my responsibility. I further acknowledge that the dangers inherent to participating in a walking tour are variable and unpredictable and that I am prepared to assume any risk or danger that may arise while in transit to and from each individual destination, including to and from the tour itself, and for any condition, known or unknown, that results from the overall level of exertion necessary to complete the tour. I acknowledge that, should I be physically incapable of walking, I possess the necessary equipment to assist me in transit during this tour. I certify that Ye Olde Tavern Tours, LLC, is not responsible for any damage to this equipment that results, directly or indirectly, from participation in this activity.

In consideration of all risks, known and unknown, arising out of today's historical tavern tour, and in exchange for Ye Olde Tavern Tours, LLC, permitting me to participate in today's tour, I hereby:

Release Ye Olde Tavern Tours, LLC, from all liability for incidents resulting in my personal harm or injury, property damage, loss, or theft, including any loss or injury that may result from my decision to consume alcohol, and any other financial loss or bodily harm resulting from my participation in this historic tavern tour, even if these incidents arise out of negligent conduct on the part of Ye Olde Tavern Tours, LLC, its guides, or its employees.

Indemnify and hold harmless Ye Olde Tavern Tours, LLC, for all damages and losses incurred by any third party or parties as a result of my participation in this historic tavern tour; and, for all claims, complaints, and actions against Ye Olde Tavern Tours, LLC, arising out of my participation in the historic tavern tour, even if such claims, complaints, and actions arise out of negligent conduct on the part of Ye Olde Tavern Tours, LLC, its guides, or its employees.

I certify that I have fully read and understood the terms of this waiver, and I hereby agree to be bound by its terms. I affix my signature of my own free will, and certify that it binds me, as well as my heirs, executors, and representatives in the event of my death or incapacity.

Participant (print name) _____ Date of Birth _____ License or ID # _____

Signature (sign name) _____ Today's Date _____

EMERGENCY CONTACT INFORMATION

Name Relationship Phone #

The personal information collected on this form will be kept strictly private and will only be used should Ye Olde Tavern Tours, LLC, find it necessary to enforce its rights under this waiver or should it need to get in touch with Participant's Emergency Contact(s).