

Sandusky Tours LLC, dba: Firelands Adventure Tours

RELEASE & WAIVER

Participant, by buying a ticket and in consideration of being permitted to participate in Sandusky Tours LLC, dba: Firelands Adventure Tours' event(s) and for other valuable consideration, receipt of which is hereby acknowledged, warrants that he/she is sufficiently healthy to participate in the event(s) and does hereby release, agree to hold harmless, and indemnify Sandusky Tours LLC, dba: Firelands Adventure Tours and its owners, employees and/or agents, and host venues, including but not limited to Sandusky Tours LLC dba: Firelands Adventure Tours, from any and all claims related to participation in the event(s), including without limitation any claims of damages (of any type, whether incidental, consequential and/or punitive) relating to negligence or willful misconduct before, during or after any program event(s). The undersigned Participant acknowledges that he/she comprehends and assumes all risk associated with participation in the event(s), including without limitation food sickness, allergies, health issues, theft of or damage to Participant's property, transportation (both failure of transportation and injury during transportation due to any cause), weather and any injuries, death or damages caused thereby. Participant acknowledges that the event(s) are conducted at independent restaurants/wineries and/or venues not owned or controlled by Sandusky Tours LLC, dba: Firelands Adventure Tours and Sandusky Tours LLC, dba: Firelands Adventure Tours cannot guarantee or ensure the performance of any vendors, nor can weather conditions be guaranteed to be favorable. If alcohol is served at any of the venues, Participant is responsible for and accepts full responsibility for complying with Ohio law regarding consumption of alcohol, and if consuming alcohol, monitoring and/or limiting his/her alcoholic beverage intake. Participant is responsible for his/her own transportation to and from the start and end points of the event(s). Sandusky Tours LLC, dba: Firelands Adventure Tours and the host restaurants/wineries/venues are hereby released of any liability for damages to Participant or any other person or entity caused in whole or in part by Participant's consumption of any item, including without limitation, alcohol. For no additional consideration Participant also gives the Sandusky Tours LLC, dba: Firelands Adventure Tours a worldwide transferable irrevocable license to use Participant's likeness and/or photographs (film, digital or video) of participant for the limited purpose of promoting future events and/or obtaining press coverage of event(s).

This release and waiver constitute the entire agreement between Participant and Sandusky Tours LLC, dba: Firelands Adventure Tours and no modification of it shall be made or be enforceable except by a written agreement signed by both the Participant and Sandusky Tours LLC, dba: Firelands Adventure Tours. This agreement shall be controlled by Ohio law and any claims related to participation in a Sandusky Tours LLC, dba: Firelands Adventure Tours event(s) shall be subject to binding arbitration conducted in Erie County, Ohio, pursuant to the rules of the American Arbitration Association.

Date _____ / _____ / _____ Printed Name _____

Signature _____ Tour Guide Initials _____

Minor's Name _____

Parent/Guardian's Signature _____