

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of this walking tour organized by AZ Ghost Adventures, of Scottsdale, AZ, and/or use of the property, facilities and services of AZ Ghost Adventures, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all rules and warnings, and further agree to follow any oral instructions or directions given by AZ Ghost Adventures, or the employees, representative or agents of AZ Ghost Adventures.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for any personal injury to myself and (if applicable) my family members, and further release and discharge AZ Ghost Adventures, AND any businesses or owners of property visited for any injury, loss or damage during the duration of the tour, whether caused by myself, my family, AZ Ghost Adventures, or other third parties.
3. I agree to indemnify and defend AZ Ghost Adventures, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of this tour.
4. I agree to pay for all damages to the facilities of AZ Ghost Adventures, or the businesses/property visited on this tour caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19
The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. AZ Ghost Adventures has put in place preventative measures to reduce the spread of COVID-19; however, AZ Ghost Adventures cannot guarantee that you or your family members will not become infected with COVID-19. Further, attending the event could increase your risk and your family's risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me and my family may be exposed to or infected by COVID-19 by attending the event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of myself and others, including, but not limited to AZ Ghost Adventures employees, volunteers, and other guests. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my family's attendance at the event("Claims"). On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless AZ Ghost Adventures, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of AZ Ghost Adventures, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any AZ Ghost Adventure event.

AZ Ghost Adventures Attendee(s):

Printed Name

Signature

Date