

Release of liability for Haunted Bus tour conducted on \_\_\_\_\_  
Date

Bryan & Baxter, Rocky Mountain Paranormal, DWS Coach (all of whom are hereinafter collectively referred to as "guides")

I \_\_\_\_\_, agree that I am not relying on any oral or written representations or statements made by the Guides with respect to the safety of activities, other than what is set forth in this Agreement. I confirm that I have read and understood this agreement in its entirety prior to accepting it, and I am aware that by accepting this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Guides. I am voluntarily assuming all risks associated with this activity.

Assumption of Risks –Terrain, Travel, and Weather: I understand that my participation in this tour is voluntary. I also understand that, by the very nature of this type of activity, I may be exposed to a variety of hazards and risks, foreseen or unforeseen. These inherent risks include, but are not limited to, serious personal injury, property damage, and death. I am aware that the guides may fail to predict whether the tour conditions are safe. The terrain used for activities may be uncontrolled, unmarked, not inspected, and involve many risks, dangers and hazards.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I am aware of the risks, dangers and hazards associated with activities and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I also understand that the guides reserve the right to make changes in the scheduled itinerary for the comfort and safety of its activity participants, or when deemed appropriate according to their best judgment.

I acknowledge my participation is at the discretion of the guide. If I decide to leave the activity before its completion, I assume all risks inherent in my decision to leave and waive all liability against the guide arising from that decision.

Release of Liability, Waiver of Claims and Indemnity Agreement: In consideration of the guides allowing me to participate in activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

To waive any and all claims that I have or may in the future have against the Guides and to release the guides from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Guides, and further including the failure on the part of the Guides to safeguard or protect me from the risks, dangers and hazards of activities referred to above.

To hold harmless and indemnify the Guides from any and all liability for any property damage or personal injury to any third party resulting from my participation in activities.  
This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the United States and the State of Colorado and no other jurisdiction.

Any litigation involving the parties to this Agreement shall be brought solely within the State of Colorado and shall be within the exclusive jurisdiction of the Courts of the State of Colorado.

Signed \_\_\_\_\_  
Print Name Signature Date