

TOURONIMO, LLC

WAIVER OF LIABILITY AND GENERAL RELEASE

Waiver: In consideration of being permitted to participated in any way in the Tournimo, LLC (the “Company”) tour (or any tour or program associated with the Company or its Tour Guides), I for myself, my heirs, personal representative(s), or assigns, do hereby release, waive, discharge, and covenant not to sue the Company and do hereby release and indemnify the Company from any and all claims resulting in personal injury, accidents, illnesses (including death), and property loss arising from, but not limited to, participation in a tour or program.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Company and its officers, employees, volunteers, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees, brought as a result of my involvement with the Company and to reimburse it for any such expense incurred.

Assumption of Risk: I recognizes and fully appreciate the risk of personal injury, death and property damage to which I am exposed by, among other risks, inherent to a tour, traveling in vehicles, tractor, foot or otherwise, over the paved and/or natural and unimproved ground with its holes, obstructions and other physical features which may or may not be obscured from view, falling trees and limbs. I also acknowledge that equipment and structures may be unsafe. I therefore assume all risk of personal injury, death and property damage resulting from such activities regardless of the cause.

Severability & Governing Law: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad as possible as is permitted by the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and legal effect. I further acknowledge that this contract shall be governed by Alabama law.

Photo Release: I authorize the Company and/or parties designated by the Company to use my photo for the sale or reproduction in any manner the Company desires, for advertising, display, audio-visual, exhibition, or editorial use.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I represent that I am at least nineteen years of age, have read and understand the foregoing contract, and am competent to execute this agreement.

SIGNATURE: _____ Date: _____

PARENT OR GUARDIAN SIGNATURE (if under 19): _____