Slabtown Tours LLC

P.O. Box 83253
Portland, OR 97283-0253

PARTICIPANT AGREEMENT & LIABILITY WAIVER & EXPLANATION OF INTELLECTUAL PROPERTY RIGHTS

In consideration for being allowed to participate in the walking tour "Slabtown Tours LLC", I agree as follows:

1. That I understand that there are no refunds for the tour.

2. That I will fully cooperate with the tour leader and any building or business owner, employee, etc., whose establishment we visit.

3. That the tour will be conducted on public streets and that I will not block sidewalks or impede the flow of pedestrian traffic.

4. That I do not have any physical, mental, or emotional disability or illness that would cause me any difficulties or harm as a participant on the walking tour.

5. That for the protection of intellectual property rights, I understand I cannot use any audio or visual recording devices without advance written permission from Tanya Lyn March and Slabtown Tours LLC.

6. That while participants are welcome to capture personal photographs and videos for non-commercial use, I agree not to use the information, photographs, videos, film, digital images, or audio recordings obtained during this tour to create competing commercial products or to otherwise infringe upon the proprietary educational content and intellectual property of Slabtown Tours LLC. This includes a prohibition on producing books, articles, scripts, digital media, or websites based on tour content without prior written permission from Tanya Lyn March.

> This restriction includes producing CD ROMs, DVDs, games, audio tapes, websites, etc., or assisting any other entity in these activities, without prior written permission from Tanya Lyn March. **[PLEASE NOTE: THIS COVERS ALL INTELLECTUAL PROPERTY RIGHTS!]**

7. I understand there are known and unknown dangers which will be encountered on this tour, and I hereby waive any claims for liability that I have, or may in the future have, against "Slabtown Tours LLC", and/or Tanya Lyn March, or any businesses, their owner(s) and employees, and hereby release those parties from any claims which I have or may in the future have as a result of this tour for any harm or injuries that I may sustain, specifically including any harm or injuries that I may sustain as a result of the negligence of any of the above parties.

8. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Our tours take place on public streets and enter public establishments. COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable, but anyone can become exposed to or infected.

By taking a Slabtown Walking Tour, you voluntarily assume all risks related to exposure to COVID-19, and accept sole responsibility for any injury to myself, my family, and others with whom I may be in contact, including but not limited to personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind that may be

experienced or incurred in connection with my attendance and participation in Slabtown Tours LLC walking tours and activities. I hereby release, covenant not to sue, discharge and hold harmless Slabtown Tours LLC, its employees, agents, volunteers, representatives and successors, of and from the claims, including all liability, claims, actions, damages, costs or expenses of any kind arising directly or indirectly out of or relating to Covid-19. I understand and agree this release includes any claims based on the actions, omissions, or negligence of Slabtown Tours, its employees, agents, volunteers, representative and successors, whether a Covid-19 infection occurs before, during, or after participation in Slabtown Tours activities. *Let's keep each other healthy and safe.*

By signing below, I acknowledge that I have read, understood, and accept all the terms and conditions of this agreement.

Print Name: _____ **Date:** _____

Signature: _____