

Ghosts of Phoenix, LLC

WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT, REV. 2.01.A PLEASE READ CAREFULLY. RIGHTS ARE BEING WAIVED.

As consideration for being allowed to participate in the walking tour of the Hotel San Carlos, conducted at 202 N. Central Ave, Phoenix, AZ 85004, by Ghosts of Phoenix, LLC, the undersigned on his or her behalf, acknowledges, appreciates, understands, and agrees to the following:

1. I acknowledge and understand the walking tour provided by Ghosts of Phoenix, LLC involves activity within and around the operating business known as the Hotel San Carlos such as **climbing stairs, walking, or standing in confined areas for extended periods of time, and doing same with several other participants.**
2. I acknowledge and understand **there are known and unknown risks associated with participation:**
 - a. Physical risks which can include but are not limited to: **dizziness, nausea, shortness of breath, headaches, cuts, bumps, bone injuries, paralysis or death.**
 - b. Intangible risks which can include but are not limited to: **nervous or angry feelings, feelings of confinement, feelings of dread or fear, or hallucinations.**
 - c. Risks to all types of electronic equipment that can be temporary or permanent and include but are not limited to: **loss of battery power, loss of function or usage of the device.**
 - d. Risks that may arise due to the **unintentional or simple negligence (to the fullest extent permitted by law) or actions of tour guides, other tour participants, patrons and employees of the Hotel San Carlos, or private citizens** in the area of the tour.
3. I, for myself (hereinafter referred to as "PARTICIPANT"), **willingly assume the above risks associated with participation.** If, at any time, I feel anything to be unsafe, I know I have the right to immediately leave and refuse to participate any further.
4. PARTICIPANT agrees to and **shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions,** as conditions for participation.
5. PARTICIPANT, my heirs, representatives, and next of kin (hereinafter referred to as "RELEASORS") **agree to hold harmless and indemnify** Ghosts of Phoenix, LLC, the Hotel San Carlos, their predecessors, parent, subsidiaries and affiliates, officers and employees (hereinafter referred to as "RELEASEES") from any and all injuries, liabilities, or damages to self or personal property from participation.
6. RELEASORS additionally agree to **indemnify** RELEASEES for any defense cost or expense arising from any and all claims, injuries, liabilities, or damages to self or personal property from participation.
7. I am 18 years of age or older, am physically and mentally able to participate, and am legally competent to read and understand this **Waiver, Release, Hold Harmless, and Indemnification Agreement.** I understand that **I have given up substantial rights by signing it,** and hereby execute this agreement without coercion.

First and Last Name (please print) _____

Signature _____ Date _____

First and Last Name (please print) _____

Signature _____ Date _____

First and Last Name (please print) _____

Signature _____ Date _____

First and Last Name (please print) _____

Signature _____ Date _____

First and Last Name (please print) _____

Signature _____ Date _____