



# Release of Liability

## 13<sup>th</sup> Annual Upstairs Downtown Walking Tour “Rooftop Tour”

This RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK, AND WAIVER OF LIABILITY AGREEMENT (the “Agreement”) is entered by and between the below signed (“Attendee”), and Intown Concord, Inc. (the “Host”)

Attendee has voluntarily agreed to participate in the ***Upstairs Downtown Walking Tour “Rooftop Tour”*** held on ***September 15, 2022*** recognizing that the tour will involve admission to privately-owned premises where known and unknown dangerous conditions, including, but not limited to, insufficient lighting, wet or slippery floors, holes, health and safety code violations, insufficient warnings or signs, and poorly maintained walkways, stairways, common areas, and other spaces, may exist. By signing this document, the Attendee recognizes that the ***Upstairs Downtown Walking Tour “Rooftop Tour”*** involves physical demands such as walking, climbing stairs & ladders, crawling, climbing, heights, and other exertions.

Attendee agrees to release from liability and hold harmless, Intown Concord, Inc. as well as building owners and their respective officers, agents, employees, directors, volunteers, consultants, members, shareholders, affiliated entities, parent entities, and subsidiaries for any and all loss, damage, injury, or expense that Attendee may suffer, or that Attendee’s next of kin may suffer, as a result of the Attendee’s involvement in the ***Upstairs Downtown Walking Tour “Rooftop Tour”*** due to any cause whatsoever, including, but not limited to, negligence or fault of Intown Concord, building owners and their officers, agents, employees, directors, volunteers, consultants, members, shareholders, affiliated entities, parent entities, subsidiaries, any entity or person(s) hired to perform any function with respect to the ***Upstairs Downtown Walking Tour “Rooftop Tour”***; and any attendee.

By signing below, the attendee declares they are in good health and have no physical condition that would prevent them from participating in the ***Upstairs Downtown Walking Tour “Rooftop Tour”***. Additionally, Intown Concord may use the attendee’s name, likeness, video, or photographs during the ***Upstairs Downtown Walking Tour “Rooftop Tour”*** to promote the event or other business activities of Intown Concord.

By signing this Agreement, the Attendee also agrees that he/she/they are 18 years old or older at the time of signing or, if the attendee is younger than age 18, this Agreement has been signed by their parent or legal guardian.

Agreed on this date: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**