

OUR TIME IN HISTORY

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

NOTICE: This is a binding legal document. Consult an attorney if you have any questions. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, _____ (participant's legal name), HEREBY ASSUME ALL RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES, INCLUDING DOMESTIC AND INTERNATIONAL TRAVEL ASSOCIATED WITH OUR TIME IN HISTORY. I am voluntarily participating in _____ (list Tour Name shown in Tour Information section of the Registration Form) on the following dates: from ___/___/___ to ___/___/___, and I have inquired about the activity to my satisfaction.

I acknowledge that this *Accident Waiver and Release of Liability Form* will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. In consideration of my application and permitting me to participate in this trip activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage or theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Rene Couture, Our Time in History, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons listed above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Our Time in History and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. I understand that this consent is given in advance of the specific diagnosis or treatment being required, but is given to said physician or

dentist to exercise his or her best judgment as the requirements of such diagnosis or medical, dental, or surgical treatment.

I understand that neither Our Time in History nor any of its agents, officers, directors, employees, or instructors assumes responsibility for the payment of ambulance, doctor, dentist, or hospital fees; that is my responsibility.

I understand and agree that neither Our Time in History nor its agents, officers, directors, employees, or instructors may be held liable in any way for any occurrence in connection with the activity which may result in injury, death or other damages to myself or my heirs, family or assigns. For being allowed to participate in the above activity, I personally assume all risks in connection with the activity, whether foreseen or unforeseen.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or my likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

I further state that:

- a) I am of legal age and legally competent to sign this agreement and release for myself or said minor
- b) I understand the terms in this agreement and release are contractual and not a mere recital
- c) I have fully informed myself of this agreement and release by reading it before I signed it
- d) I have had the opportunity to consult with legal counsel regarding the effect of this agreement and release, should I so desire
- e) I have signed this document as an act of my own free will

This consent shall remain in effect until activity end date unless revoked in writing.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

Participant's signature

Date signed

Participant's date of birth

If participant is under 18 years old, Parent/Guardian must also sign below.

Parent/Guardian's signature

Date signed

Email completed form to ourtimeinhistory@gmail.com.