

WAIVER OF LIABILITY, ACCEPTANCE OF POLICIES AND HOLD HARMLESS AGREEMENT TheMysticGhostRide Company patron is required to read this release prior to purchasing tickets. Your purchase and participation in one of our Possum Walk Nature Walk confirms that you assume all risks and hazards associated with the walk for you AND YOUR MINOR CHILD, and knowingly and freely assume the risk of any personal injury, property damage or property loss that you may suffer, incur, or sustain which could in any way be construed to be connected with, arise out of, or touch upon your participation in TheMysticGhostRide Company.

By participating in a TheMysticGhostRide Company, you agree and state the following. That: 1. I voluntarily assume all risks associated with taking a MysticGhostRide Company tour. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE TheMysticGhostRide Company, the City of Bay Saint Louis, MS, or any of their officers, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. 2. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. 4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Connecticut. 5. I UNDERSTAND AND ACKNOWLEDGE that TheMysticGhostRide Company is not affiliated in any way with or sponsored by Hancock County,, 6. Omitted from the waiver 7. I will hold TheMysticGhostRide Company harmless and I UNDERSTAND AND ACKNOWLEDGE that during TheMysticGhost Ride Company tour, I will walk through marshy areas and need to be aware of the elements, which means that you assume all risk from mosquito bites, alligator encounters, snake bites, and any other risk while out on the trail. 8. I UNDERSTAND AND ACKNOWLEDGE that TheMysticGhostRide Company are family events and that I WILL NOT SHOW ANY SIGNS OF INTOXICATION, during tours. I will also NOT SMOKE OR BE IN THE POSSESSION OF FIREARMS AND/OR EXPLOSIVES, including fireworks. All of these items and behaviors are strictly prohibited. Disorderly or aggressive behavior toward other patrons, TheMysticGhostRide Company sub-contractors or employees, neighbors or others will result in my immediate ejection from the tour without a refund and possible arrest. 9. I understand that by the very nature of this type of activity, I MAY BE EXPOSED TO A VARIETY OF HAZARDS and risks, foreseen or unforeseen. These inherent risks include, but are not limited to, serious personal injury, property damage, and death. Unknown or unanticipated risks may also occur. I am aware that the Releasees may fail to predict whether the tour conditions are safe. The terrain used for activities may be uncontrolled, unmarked, not inspected, and involve many risks, dangers and hazards. These may include, but are not limited to: difficult weather conditions; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and negligence on the part of the Releasees, including the failure by the releasees to safeguard or protect me from the risks, dangers and hazards of activities. 10. I understand that ticket sales are final, and that the Releasees reserve the right to make changes in the scheduled itinerary for the comfort and safety of its activity participants, or when deemed appropriate according to the best judgment of the guide. I further understand it is my responsibility to inform the Releasees of any mental or physical limitations which might prevent me or others from safely and satisfactorily completing this activity, and that my failure to do so could result in my dismissal, without refund, from the activity. I understand it is my responsibility to be in sufficiently good health to complete the activity. I acknowledge my participation is at the discretion of the guide. If I decide to leave the activity before its completion, I assume all risks inherent in my decision to leave and waive all liability against the Releasees arising from that decision. 11. If I am the parent or guardian of a minor child under 18 years old, I understand that I am 100% responsible for that child's safety and behavior on the walk, as well as that he or she understands and abides by all policies in this documents

I have read this agreement, am aware that it is a release of liability and a contract between the Released Parties and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

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 Signature of Participant (Adult or Minor)                      Date                      Telephone#                      Emergency Contact Number

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 Print Name                      Address                      City                      State                      Zip

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW

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 Signature of Parent or Guardian                      Print Name of Parent or Guardian                      Date