



Tour Waiver and Release of Liability

MSD Facility (please check)

Mill Creek

Other

(Please read carefully. This is a legal document that affects your legal rights)

I, (name of adult signatory), on behalf of the following participants (individually and collectively, the "Participant"):

- myself
my minor (under 18) child(ren) or ward(s) named

in consideration of the permission granted to Participant to enter and tour the Facility (as checked above) ("Tour"), hereby agree not to institute, prosecute or aid in the institution or prosecution of any claim, demand, action, cause of action or suit at law or in equity against the City of Cincinnati, its agents, employees, successors or assigns, (collectively, the "City"), and waive the right to institute any action of any sort against the City for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury (including psychological injury, illness, death, economic loss, property damage, and attorney's fees) whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of Participant's presence at the Facility and participation in the Tour, whether caused by the negligent action or omission of the City, the negligent or intentional acts of Participant(s) or any other person, or by any other fault or defect, whether patent or latent in nature, and indemnify and hold the City harmless therefrom.

I further understand and acknowledge that the Facility is generally not open to the public and is not maintained or inspected as a facility accessible to the public. I understand that the Tour may expose the Participant to hazards and risks of injury and/or illness, and that I have been given the opportunity to ask any questions I may have about the tour before signing this Release. I certify that attendance and participation of Participant in the Tour is voluntary, that Participant is not, in any way, the employee, servant, or agent of the City of Cincinnati. I expressly and specifically assume the risk of injury or harm in Participant participation in the Tour.

I represent and certify that my true age is over 18 years, and if applicable, that I am in fact the parent and/or legal guardian of the above listed minor Participant. I hereby consent to the participation of Participant in the Tour, and agree to the waivers, releases, terms and conditions herein on behalf of Participant, and the heirs, administrators, and assigns of Participant.

This Tour Waiver and Release of Liability contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE.

Adult Participant (and/or Guardian/Parent for minor)

Minor Participant (if applicable)

Signature (over 18 years old):

Signature:

Printed Name:

Printed Name:

Date:

Date:

Emergency Contact:

(name, phone number, relationship to participant)