

# Olde Towne Zombie Pub Crawl

Brought to you by the Portsmouth Humane Society

Saturday, October 14, 2017

4:00pm – 9:00pm

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY PURCHASING TICKETS TO AND/OR PARTICIPATING IN THIS EVENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

ALL PARTICIPANTS MUST BE 21 OR OLDER TO CONSUME ALCOHOL

Intending to be legally bound, I hereby certify that:

1. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
2. I have no physical or emotional problems, nor any history thereof, which will impair my ability to participate in this event in a safe manner.

### DISCLAIMER CLAUSE

The organizers, establishments, sponsors, and volunteers of this event are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Olde Towne Zombie Pub Crawl, including injury, loss or damage which might be caused by the action, inaction, or negligence of others. I hereby for myself, my heirs, executors, administrators or anyone else who might claim in my behalf, covenant not to sue, and waive, release and discharge the event organizers, the establishments, sponsors, and volunteers of any and all claims of liability for death, personal injury or property damage of any kind or nature whatsoever arising out of, or in the course of my participation in this event. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

### ASSUMPTION OF RISKS

In consideration of my participation in the Olde Towne Zombie Pub Crawl, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the Olde Towne Zombie Pub Crawl (including the risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during the Olde Towne Zombie Pub Crawl, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury of any kind, including dental damages, from (1) falling down, (2) entering or exiting the mode of transportation being used for the event, (3) being knocked down or being involved in a physical confrontation whether caused by myself or someone else; (d) the risks associated with returning to my residence after participating in the event, whether travelling by foot or in any kind of commercial, private and/or public motor vehicle.

### INDEMNIFICATION AND RELEASE OF LIABILITY

In return for my voluntary participation in the Olde Towne Zombie Pub Crawl and related activities, I agree:

- 1. TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in the Olde Towne Zombie Pub Crawl, even though such risks may have been caused by the action(s), inaction, or negligence of others;
- 2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, SOCIAL AND ECONOMIC LOSS, COST OR DAMAGE** which I might sustain while participating in the Olde Towne Zombie Pub Crawl even though such injury, loss or damage may have been caused by the action(s), inaction, or negligence of others;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE EVENT ORGANIZERS**, the administrators, directors, agents, officers, volunteers and employees:
  - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Olde Towne Zombie Pub Crawl and all related activities; and
  - b) from any and all claims, demands, actions, losses and costs which might arise out of my participating in the Olde Towne Zombie Pub Crawl, even though such claims, demands, actions, losses and costs may have been caused by the action(s), inaction, or negligence of others.

### ACKNOWLEDGEMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily and without any inducement or assurance of any nature, that I intend it be a complete and unconditional release of all liability to the greatest extent allowed by law, that I understand that I have given up substantial rights, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.