

FREE TOURS BY FOOT Liability Disclaimer

FREE TOURS BY FOOT (hereinafter “operator”) is a corporation and/or limited company which arranges tours which are operated by independent providers, not owned by nor operated by FREE TOURS BY FOOT (hereinafter “activities”).

In consideration for your participation in said activities, the individual, group, organization, business, spectator, or other (hereinafter “participant”), does hereby release and forever discharge the operator, and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the activities.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing substance that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the operator and its officers, board and employees, joint and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the activities.

It is further understood and agreed that said participation in the activities is not to be construed as an admission of any liability and acceptance of assumption of responsibility by the operator, its officers, board, and employees, jointly and severally, for all damages and expenses for which the operator, its officers, board and employees, become liable as a result of any alleged act of the activity participant.

Participant further acknowledges and agrees that the above disclaimer applies to “food tours” or “bike tours” which are considered activities and subject to the terms of this disclaimer. Operator confirms that any food prepared or otherwise is supplied by third party contractors and the terms of this disclaimer apply as to any claims against operator. Operator further confirms that any bikes or any other vehicles used during the course of a tour arranged by operator are provided by third parties and the participant agrees that the this disclaimer applies to any and all actions which may arise as a result of the use of said bikes or vehicles – all considered to be “activities” to which this disclaimer applies.

Participant further agrees that any and all claims that may arise relating to this agreement in the United States shall be resolved in the Courts of the state of New York for which the Courts of the state of New York have agreed jurisdiction.

In the event a claim is made outside the United States, then the exclusive jurisdiction for such claim or dispute is the Courts of England and Wales.

Name of Participant

Address

Phone

Signature

Date

All participants must agree this Liability Disclaimer to be eligible to participate in the Activities

**Return completed form with Entry Form to:
[ADDRESS]**