

**RELEASE/INDEMNIFICATION/HOLD HARMLESS AGREEMENT
AND PHOTO/VIDEO CONSENT**

This Release, Indemnification, Hold Harmless Agreement and Photo/Video Consent (“Agreement”) is executed and made effective as of January 1, 2024 – December 31, 2024 (“Effective Date”) by _____ (“Participant”) in favor of and for the benefit of History Museum on the Square (“History Museum”), its partners, affiliates, sponsors, businesses, and all of their respective officers, directors, employees, agents, volunteers, and all of the respective heirs, successors, and assigns of the foregoing (collectively, “Releasees”).

In consideration of the right to participate in the **History UnCorked Series** (“the UnCorked Series”), operated by the History Museum, and for other good, valuable and legal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assumption of Risk.** Participant acknowledges participation in the **UnCorked Series** may expose Participant to certain risks, some of which Participant may not fully appreciate, and that injuries, death, property damage, or other harm could occur to Participant or others as a result of Participant’s participation in the Quest. Participant is voluntarily participating in the **UnCorked Series** with knowledge of the risks, hazards, and other dangers involved. Participant hereby accepts any and all risks of injury (including death), property damage or other harm to Participant arising out of or in any way connected to Participant’s participation in the **UnCorked Series**.

- 2. Release and Covenant Not to Sue.** Participant hereby waives, releases, and forever discharges any and all claims for damages for personal injury, death, or property damage which Participant and/or Participant’s children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of Participant’s participation in the **UnCorked Series**, regardless of whether such claims result from the negligence of the Releasees. Participant further covenants not to sue Releasees for any claims described in this paragraph.

- 3. Indemnification.** Participant, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from the negligence or misconduct of Participant in connection with participation in the Haunted Tours. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Participant will indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

- 4. Financial Responsibility.** In the event that Participant should require medical care or treatment for illness or injury sustained as a result of participation in the **UnCorked Series**, Participant agrees to be financially responsible for any costs incurred as a result of such treatment. Participant represents that

Participant has adequate health insurance in effect to cover any injury or illness suffered or damage caused while participating in the **UnCorked Series**.

5. **Photographs/Videos.** Participant understands and agrees that photographs and videos will be taken during the **UnCorked Series** for use on, or in, amount other things, the History Museum’s website, social media, the press, marketing materials, History Museum publications, or other media. Participant hereby consents and gives permission to the History Museum to photograph and/or video Participant and to use Participant’s image and likeness. Any photographs and/or videos become the sole property of the History Museum and Participant understands and agrees that Participant will not receive any payment for use of any photographs and/or videos of Participant.

6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

7. **Governing Law.** Participant hereby agrees that this Agreement is governed by the laws of the United States and the state of Missouri, without reference to rules governing choice of laws. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state and federal courts of Greene County, Missouri which shall have exclusive jurisdiction over such dispute and Participant consents to the personal jurisdiction of such courts.

I have read the foregoing **RELEASE/INDEMNIFICATION/HOLD HARMLESS AGREEMENT AND PHOTO/VIDEO CONSENT**, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or representation, apart from the foregoing written agreement; and I execute this Agreement for full, adequate and complete consideration fully intending my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

(Signature of Participant) *(Date)*