

Participant Waiver for GALESBURG CITY TOURS & TRAVEL CO, LLC

By signing below, I agree that I have requested to participate in an event, walking tour, riding tour, class or activity (an "Experience") offered by Galesburg City Tours & Travel Co (the "Company"). In consideration of the Company's permission to participate in the Experience, I agree to the terms of this agreement:

1. COVID 19: I acknowledge that there is an inherent risk of exposure to COVID-19 in any public place where people are present. By attending the Experience, I voluntarily assume all risks related to exposure to COVID-19.
2. I understand that I may be photographed or recorded during the Experience and I hereby waive all rights of publicity, privacy, or pre-approval that I have for any such likeness of me. I hereby grant the Company permission to use, edit, alter, copy, exhibit, distribute, and publish (including by electronic means) such likeness of me without payment or restriction. I waive any right to royalties or other compensation arising from or related to the use of any such likeness of me. Additionally, I understand all images and videos will become the property of the Company and will not be returned.
3. I understand and freely accept all of the risks associated with my participation in the Experience including, without limitation, exposure to unfavorable weather conditions, food sickness, injuries, including self-inflicted or by other participants, automobiles, pedestrians, patrons, city and private roads, sidewalks, staircases, and the like. I am in good health and I am not suffering from any physical injury or impediment that would make me especially susceptible to injury while participating in the Experience.
4. I agree to waive ANY AND ALL CLAIMS I MAY HAVE NOW OR IN THE FUTURE, RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE Galesburg City Tours & Travel Co (THE COMPANY), its members, agents, representatives, employees or tour guides (collectively referred to as "Staff"), and Knox College and all other experience partners for any death, personal injury, property damage, or loss sustained by me as a result of participation in the

Experience or while traveling to and from the Experience due to any cause whatsoever, including without limitation, negligence on the part of the Company, its Staff, tour partners, or other participants.

5. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Company, its members, agents, representatives, employees or tour guides (collectively referred to as "Staff"), and Knox College and all other experience partners from any loss, liability, damage, or costs, including court costs and attorneys' fees that Staff may incur due to my participation in the Tour, whether caused by negligence of Staff or otherwise, to the fullest extent allowed by law.
6. I represent that (1) I do not have, or am not aware of, any medical condition(s) including pregnancy, that may impact my participation on this tour and (2) I do not take any medications that would result in any injury or damage to me or any other person(s) as a result of participating on this tour including consumption of alcohol. I understand that it is my obligation to disclose to The Company any medical conditions, including pregnancy, and any medications that would result in any injury or damage to me or any other person(s) as a result of my consumption of alcohol consumed before or after a history tour.
7. I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating in the Experience and while transporting myself to and from the Experience; accident and health coverage is not provided by The Company.
8. I agree that if The Company finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during an Experience, The Company reserves the right to terminate my participation on the Experience immediately. I acknowledge that The Company has the right to terminate my service regardless of location without return to point of pick up. Upon termination of service, I agree that I am liable for the entire balance of service. I acknowledge that this Agreement releases The Company from any liability at the time of termination.
9. I understand that any damage occurred as a result of myself or my actions related to or resulting in damage to the vehicle or The Company's property will be

subject to additional payment due within 10 days of the incident and/or loss of deposit. Bodily Fluid in the vehicles is subject to a \$200 clean up fee. Excessive waste, refuse, large spills, and things such as glitter bombs, confetti, streamers or silly string is subject to a \$50-\$100 dollar clean up fee.

10. I understand that the Iconic City History Tour may experience delays from passing or stopped trains and may not end at the time stated upon purchase. I will not hold The Company responsible for any train or traffic delays that disrupt any plans, activities, or reservations I have scheduled following the tour.
11. I acknowledge and agree that if I arrive 10 minutes or more late to a scheduled tour for any reason, there will not be an opportunity to reschedule and no refunds will be issued.
12. This agreement is governed by Illinois law. I agree that if I violate this agreement and attempt to bring suit against any parties named herein, the courts in Galesburg, Knox County, Illinois shall have exclusive jurisdiction over any disputes arising under or related to this agreement and I expressly consent to the personal jurisdiction and venue of same. I further agree that I will also be held responsible for attorney's fees and costs incurred by any party, including The Company, in defending such action.
13. I acknowledge and agree that the Company is relying upon all of the terms of this agreement, including my representations, and would not agree to my participation in the Experience in their absence.
14. This agreement constitutes the entire agreement and understanding relating to the matters herein, supersedes any prior agreement, and may be amended only by written signature of all parties.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, I HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE, RELEASE, DISCHARGE AND INDEMNIFY THE COMPANY AND ITS PRESENT AND FORMER MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS, AFFILIATES, AGENTS AND PROVIDERS (A "RELEASED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (A "LOSS"),

IN ANY WAY RELATED TO ANY INJURY, DEATH, LOSS, OR HARM THAT OCCURS TO ME OR MY PROPERTY DURING OR ARISING FROM THE EXPERIENCE, INCLUDING EXPOSURE OR HARM CAUSED BY COVID-19 OR MISINFORMATION ON THIS FORM OR THE HEALTH HISTORY PROVIDED BY EACH CLIENT. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, A LOSS ARISING FROM NEGLIGENCE, OR THE STRICT, VICARIOUS OR JOINT LIABILITY, OF ANY OF THE RELEASED PARTIES. THIS WAIVER ALSO APPLIES TO MY TRAVELING TO AND FROM THE EXPERIENCE AND PARKING IN A LOCATION NOT OWNED BY COMPANY DURING THE EXPERIENCE. I HEREBY FREELY ASSUME ALL OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE EXPERIENCE, INCLUDING WITHOUT LIMITATION, ARISING FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY RELEASED PARTIES; UNFAVORABLE WEATHER; SICKNESS OF ANY KIND; INJURIES INCLUDING THOSE INFLICTED BY OTHER PARTICIPANTS, THIRD PARTIES, OR SELF-INFLICTED, OR COVID 19 EXPOSURE AS NOTED IN SECTION 1.

I CERTIFY THAT I HAVE READ THIS AGREEMENT I AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

Participant Name (Print)

Tour Experience Name

Participant Signature (If minor, guardian sign)

Date of Tour Experience

Guardian Name (Print if signing for minor)