

Spirits of Milford Ghost Walks

WAIVER OF LIABILITY, ACCEPTANCE OF POLICIES AND HOLD HARMLESS AGREEMENT

By purchasing tickets to attend a Spirits of Milford Ghost Walks, you affirm that you have read, and agree to, the stipulations outlined in this document. First and foremost, your purchase and participation in a Spirits of Milford Ghost Walk confirms that you assume all risks and hazards associated with the walk for you AND YOUR MINOR CHILD, and that you knowingly and freely assume the risk of any personal injury, property damage or property loss that you may suffer, incur, or sustain which could in any way be construed to be connected with, arise out of, or touch upon your participation in the Spirits of Milford Ghost Tour.

By participating in a Spirits of Milford Ghost Walks tour, you agree and state the following. That:

1. I voluntarily assume all risks associated with taking a Spirits of Milford Ghost Walk. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Spirits of Milford Ghost Walks, the City of Milford CT, Milford CT Cemetery Association or any of their officers, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Connecticut.
5. I UNDERSTAND AND ACKNOWLEDGE that Spirits of Milford Ghost Walks is not affiliated in any way with or sponsored by the City of Milford.
6. I WILL NOT HOLD SPIRITS OF MILFORD GHOST WALKS OR ANY RELEASEES responsible for any haunting, supernatural event, soul-possession or poltergeist activity endured before, during or after participation on the tour.
7. I UNDERSTAND AND ACKNOWLEDGE that during Spirits of Milford Ghost Walks, I will walk through residential areas and need to be a good neighbor, which means that I will speak in low tones, not block the sidewalk, not trespass on private property and not in any way cause harm or be disruptive.
8. I UNDERSTAND AND ACKNOWLEDGE that Spirits of Milford Ghost Walks are family events and that I WILL NOT CONSUME DRUGS OR ALCOHOL, OR SHOW ANY SIGNS OF INTOXICATION, during tours. I will also NOT SMOKE, VAPE OR BE IN THE POSSESSION OF FIREARMS AND/OR EXPLOSIVES, including fireworks. All of these items and behaviors are strictly prohibited. Disorderly or aggressive behavior toward other patrons, Spirits of Milford Ghost Walks employees, neighbors or others will result in my immediate ejection from the tour without a refund and possible arrest.

9. I understand that by the very nature of this type of activity, I MAY BE EXPOSED TO A VARIETY OF HAZARDS and risks, foreseen or unforeseen. These inherent risks include, but are not limited to, serious personal injury, property damage, and death. Unknown or unanticipated risks may also occur. I am aware that the Releasees may fail to predict whether the tour conditions are safe. The terrain used for activities may be uncontrolled, unmarked, not inspected, and involve many risks, dangers and hazards. These may include, but are not limited to: difficult weather conditions; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and negligence on the part of the Releasees, including the failure by the releasees to safeguard or protect me from the risks, dangers and hazards of activities.

10. I UNDERSTAND THAT TICKET SALES ARE FINAL, and that the Releasees reserve the right to make changes in the scheduled itinerary for the comfort and safety of its activity participants, or when deemed appropriate according to the best judgment of the guide. I further understand it is my responsibility to inform the Releasees of any mental or physical limitations which might prevent me or others from safely and satisfactorily completing this activity, and that my failure to do so could result in my dismissal, without refund, from the activity. I understand it is my responsibility to be in sufficiently good health to complete the activity. I acknowledge my participation is at the discretion of the guide. If I decide to leave the activity before its completion, I assume all risks inherent in my decision to leave and waive all liability against the Releasees arising from that decision.

11. If I am the parent or guardian of a minor child under 18 years old, I UNDERSTAND THAT I AM 100% RESPONSIBLE FOR THAT CHILD'S SAFETY AND BEHAVIOR on the walk, as well as that he or she understands and abides by all policies in this documents.

12. I UNDERSTAND THAT COVID-19 AND THE NEED FOR ME TO CONTRIBUTE TO OUR COMMUNITY'S OVERALL PUBLIC WELLNESS REQUIRES THAT I, AND ALL IN MY PARTY, ARRIVE AT THE START OF MY SPIRITS OF MILFORD GHOST WALK WEARING A FACEMASK. All guests must wear a mask, which I am solely responsible for. I also acknowledge that while on the Ghost Walk, I will adhere to standard social distancing practices. This means that I, and all in my party, will stay at least six feet apart from others in the group. I also acknowledge and understand that the tour guide, because she is a performer, may need to remove her mask when she is storytelling and interacting with group members, but that she will stand more than six feet away from us when this happens. Additionally, I understand there can be a health risk associated with group activities such as participating in a Spirits of Milford Ghost Walk. I agree that if I exhibit any symptoms of COVID-19—such as sore throat, dry coughing, a raise in my normal body temperature—I will not attend the walk and email Spirits of Milford at milfordspirits@gmail.com, so that I can receive a raincheck to use my tickets on a future date. I also understand that despite all the precautions I and Spirits of Milford Ghost Walks take, there is no guarantee I won't be exposed to COVID-19. Therefore, by participating in a Spirits of Milford Ghost Walk, I am assuming the known and unknown risks of exposure to the coronavirus and expressly release Spirits of Milford Ghost Walks, and any related or affiliated entities or parties, from any and all liability associated with such exposure.

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