



LIABILITY WAIVER (2018)

I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk (“Waiver and Release”). I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue the Museum of Western Film History; Lone Pine Film Festival; its officers, agents, representatives, employees or tour guides [hereafter referred to as “Staff”] for any personal injury, death, property damage, or loss sustained by me as a result of my participation at the Lone Pine Film Festival or in a tour or experience offered during the Lone Pine Film Festival and or by The Organization due to any cause whatsoever, including without limitation, negligence on the part of Museum of Western Film History; Lone Pine Film Festival; its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney’s fees and any costs incurred by that person in defending such action.

I am aware that the tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour or event is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness Museum of Western Film History; Lone Pine Film Festival or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour.

Guest understands and acknowledges that the Tour involves transportation by various motor vehicles, including, but not limited to shuttle, van or bus transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. While Guest understands and agrees that the Museum of Western Film History; Lone Pine Film Festival and staff will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Guest understands that Museum of Western Film History; Lone Pine Film Festival assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

In consideration of Guest’s participation in the various activities that comprise Tours, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither Museum of Western Film History; Lone Pine Film Festival; nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with the Museum or Film Festival will be liable for any personal injury, death or damage of any

kind whatsoever, unless caused by Museum of Western Film History; Lone Pine Film Festival or Staff nor any of its officers gross negligence or intentional malfeasance.

Guest agrees and acknowledges that Museum of Western Film History; Lone Pine Film Festival or Staff shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during a Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against Museum of Western Film History; Lone Pine Film Festival or Staff arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements Museum of Western Film History; Lone Pine Film Festival or Staff or any other inducement or coercion to participate in an event, panel or go on a tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this walking tour or event and Waiver and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree to grant the sponsors of this tour or event to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes Guest hereby gives full consent to The Museum of Western Film History; Lone Pine Film Festival or Staff to use and publish Guest's likeness on advertisements, and acknowledges that Museum of Western Film History; Lone Pine Film Festival or Staff does not compensate guests in any manner for the use of images in any of the following: photographs, images, drawings and renderings, and for the use of including but not limited to: The Museum of Western Film History/ Lone Pine Film Festival website, brochures, advertisements, bulletins, media releases, newspaper and magazine articles, and any other form of promotion, information and publication, both print and digital.

As a participant on the tour or event, I accept full responsibility for my behavior, well-being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than I am used to. I further realize that the tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well-being and health during the tour or event. I agree to hold neither The Museum of Western Film History/ Lone Pine Film Festival nor its Staff, or facility liable in any way should any harm come to me. By purchasing the ticket(s), I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.

While The Museum of Western Film History/ Lone Pine Film Festival makes every effort to provide on-time service, it does not guarantee its departure and arrival times, which may be delayed by any number of factors, including weather, traffic or road conditions, mechanical problems or any other cause or condition beyond On The Museum of Western Film History/ Lone Pine Film Festival.