

MEMPHIS MYSTERY TOURS

A JOURNEY THROUGH THE STREETS OF THE CITY THAT ROCKS -N- ROLLS

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Memphis Mystery Tours, Inc.

**PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, WAIVER,
INDEMNITY AND AGREEMENT NOT TO SUE**

In return for the opportunity to participate in Memphis Mystery Tours, Inc.'s event ("Event"), the undersigned participant ("Participant"), for him or herself, his or her heirs, successors and legal representatives, hereby:

1. Assumes any and all risks involved in or arising from participation in the Event or the negligent or deliberate acts of another person and any danger of personal injury and all other hazards in any way arising from participation in the Event, whether occurring prior to, during, or after the Event.

2. Releases Memphis Mystery Tours, Inc. and its successors, assigns, operators, officers, directors, employees, owners and agents (collectively "Representatives"), from any and all liability other than from the intentional infliction of harm by any Representatives, and agree not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of participation in the Event including, without limitation, those based upon death, bodily injury or property loss or damage whether or not caused by negligence or activities of any other person.

3. Agrees to hold harmless, defend and indemnify Memphis Mystery Tours, Inc. and its Representatives from and against all claims against Memphis Mystery Tours, Inc. arising out of Participant's participation in the Event, including damages, losses, legal fees and other expenses or liabilities incurred by Memphis Mystery Tours, Inc.

Memphis Mystery Tours, Inc. reserves the right, without refund of any portion of fees paid, to refuse participation or eject any person from participation in the Event whose conduct is deemed by Memphis Mystery Tours, Inc. to be disorderly or disruptive to the Event in any manner.

Participant has read this agreement and understands that by making this agreement, he/she surrenders valuable rights and does so freely and voluntarily. Participant understands that the terms herein are contractual and not a mere recital and has signed this agreement as his/her own free act, and participant has had the opportunity to consult an attorney before signing it.

Participant's Signature

Print Name of Participant

Date