

Participant Waiver and Release of Liability

By purchasing a ticket through Cowtown Tours Kansas City and/or by participating on a tour you affirm that you fully understand and agree to the following Participant Waiver and Release of Liability, and I acknowledge, attest, agree and represent as follows:

1. I understand that my safety is my responsibility.
2. I understand and agree that the loss, theft, or destruction of my belongings is my sole responsibility.
3. I fully understand and accept, without limitation, sole responsibility for all of the risks associated with my participation while on the tour, including injury and death whether through my own actions or those of other participants, tour guides, pedestrians, restaurant patrons, automobiles, public transportation, acts of nature or any other external parties.
4. I understand and agree that the safety and wellbeing of minors under the age of 18 accompanying myself or my party are my sole responsibility.
5. If on a tour with tastings I understand that tastings may involve optional alcoholic beverages. If I am at least 21 years of age with valid government issued identification, and I choose to consume alcohol before, during, or after the tour, I accept full and sole responsibility for my behavior, wellbeing, and health.
6. If on a tour with tastings I agree to disclose any and all food allergies of myself or anyone in my party, to Cowtown Tours Kansas City via email or phone prior to tour commencement. I will not consume food to which I am allergic.
7. If on a tour with tastings, I understand that I will be consuming food and beverages and I accept sole responsibility for all risks associated with my participation including food sickness, allergic reaction, and death. I am free to choose which foods, if any, I consume.
8. I represent that I am in good health, in proper physical condition, and capable of walking long distances outdoors. I am encouraged to wear proper clothing, use sunscreen, and stay hydrated throughout the tour. I am sufficiently self-aware to stop physical activity before I become ill or injured.
9. If while on the tour I begin to feel faint or nauseous, I will notify the tour guide and seek medical attention if necessary. I understand that my safety is my sole responsibility. I understand while on the tour I may become injured or harmed. I assume sole responsibility for this risk and release Cowtown Tours Kansas City from all liability or damages resulting from my participation.
10. I understand and agree that the tour leader reserves the right to disqualify anyone at any time during the tour if he or she feels the tour participant is incapable and/or if a tour member's continued participation will jeopardize the individual involved or the group. Refunds are not given under such circumstances.
11. I am aware that streets along the tour route are open to vehicular traffic and I will obey all traffic laws/regulations.
12. I waive liability and release Cowtown Tours Kansas City, its affiliates, owners, vendors, operators, agents and employees from any and all actions, suits, claims, controversies, damages, judgments and executions whatsoever, in law or in equity, direct or indirect,

known or unknown, foreseeable or unforeseeable, which I may have or acquire, arising from, concerning or related to entry in, travel to or from and/or participation in Cowtown Tours Kansas City events.

13. I agree that Cowtown Tours Kansas City is not liable for delay or cancellation resulting from acts fire, natural disaster, strikes, or civil disturbance.
14. I agree to grant to Cowtown Tours Kansas City an irrevocable, sub-licensable, non-exclusive, perpetual, royalty-free right to use my photographic, video and digital likeness as well as any content submitted via website(s) or electronic mail, solely for our promotional and/or commercial purposes without further obligation or compensation.

(check box) I fully understand and agree to the above terms.