

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

By purchasing ticket(s) through Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC, and/or Pearl Street Paranormal, LLC and/or by participating on a tour you affirm that you and tour attendees accompanying you fully understand and agree to the following Participant Waiver & Release of Liability and Terms & Conditions. I acknowledge, attest, agree and represent as follows:

1. I am at least 18 years of age.
2. I understand that my safety is my responsibility.
3. COVID 19: Due to the 2019-2023 outbreak of the novel Coronavirus (COVID-19), Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC and Pearl Street Paranormal, LLC is taking extra precautions with the care of every client to include health history review and enhanced precaution (tour guide wears mask/social distancing) procedures in compliance with CDC guidance.
4. *Symptoms of COVID-19 include Fever, Fatigue, Dry Cough or Difficulty Breathing
5. I warrant and represent that neither I nor any of my household members: currently have, or within the last 14 days have experienced, any of the symptoms listed above; have been diagnosed with COVID-19 within the past 30 days; to my knowledge have been exposed to anyone diagnosed with COVID-19 or with any of the above symptoms within the past 30 days; or have traveled outside of the country or to any location considered to be a "hot spot" for COVID-19 infections within the past 30-days.
6. I acknowledge that there is an inherent risk of exposure to COVID-19 in any public place where people are present. By attending the tour, I voluntarily assume all risks related to exposure to COVID-19.
7. I understand and agree that the loss, theft, or destruction of my belongings is my sole responsibility.
8. 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.
9. 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.
10. I agree not to consume alcohol during the tour if I am under 21 years of age or do not have valid government issued identification in my possession during the tour.
11. 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.
12. 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 Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC, and/or Pearl Street Paranormal, LLC from all liability or damages resulting from my participation.
13. 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.
14. I am aware that streets along the tour route are open to vehicular traffic and I will obey all traffic laws/regulations.
15. I waive liability and release Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC, and/or Pearl Street Paranormal, LLC and 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 Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC, and/or Pearl Street Paranormal, LLC events.
16. I agree that Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC and/or Pearl Street Paranormal, LLC is not liable for delay or cancellation resulting from acts fire, natural disaster, strikes, or civil disturbance.
17. I agree to grant to Discover Boulder Tours and/or Ramblin Rosies Boulder Tours, LLC and/or Pearl Street Paranormal, LLC 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.

This Participant Waiver & Release of Liability and subsequent Terms & Conditions shall be construed in accordance with, and its validity and effect (including any claims for breach of any of the terms thereof) shall be governed by the laws of the State of Colorado, and this Participant Waiver and Release of Liability and subsequent Terms and Conditions contains the entire understanding and the agreement of the parties hereto and supersedes all other written and oral exchanges, arrangements or negotiations among them, whether written or oral, concerning the subject matter hereof.

