

WAIVER AND RELEASE OF LIABILITY

By purchasing a ticket(s) or reservation(s) with Hub Town Tours, you affirm that you have fully understood and agree to the following Waiver and Release of Liability:

1. **WAIVER OF LIABILITY:** I, for myself, and my personal assignees, representatives, or heirs, do hereby release, waive and discharge Theodore James Clark dba Hub Town Tours (hereafter referred to as "Hub Town Tours"), their officers, agents, representatives, employees, contractors, affiliates, or tour guides (hereafter referred to as "Staff") from liability from any and all claims, including claims stemming from or related to personal injury, illnesses, diseases—including but not limited to COVID-19 and/or associated viral variants—accidents, death, property loss, or any other loss or grievance, arising from participation on any tour, activity or event offered, conducted or promoted by Hub Town Tours (hereafter referred to as "Activity"), or while in the presence of Staff, even if due to negligence of Hub Town Tours and/or Staff.

2. **ASSUMPTION OF RISKS:** I knowingly, willingly, and voluntarily assume any and all risks associated with an Activity that I participate in. The specific risks include, but are not limited to, the following: A) All risks associated with traveling or transport to, before, during, and/or returning back from, the site of an Activity, including but not limited to walking, use of vehicle, public transit, and/or marine vessel B) All risks associated with the nature of and participation in an Activity, including but not limited to travel or transport, consumption of food or beverage, consumption of alcoholic beverage(s) or spirit(s), physical activity and/or athletics, or any other activity conducted in the course of an Activity C) All risks associated with walking, standing, sitting, or traveling on property owned, leased, managed, occupied or under the authority of Hub Town Tours, the City of Boston, state government or agency, federal government or agency, or 3rd party, including but not limited to a sidewalk, street, pedestrian crosswalk, thoroughfare, boardwalk, pier, dock, park, burying ground, store, shop, restaurant, private residence or property, or public transit vehicle or property.

3. **DISCLAIMER OF FITNESS:** I declare that I am fully physically, mentally and emotionally fit for and capable of participation in an Activity. My state of fitness includes, but is not limited to, the following: A) My physical health, well-being and fitness, including but not limited to possessing ability to walk, run, stand or sit appropriately for the nature of the Activity B) My mental and emotional well-being appropriate for participation in an activity C) My ability to ingest, consume and/or digest food or beverage served, vended, sold or offered in the course of an Activity C) My ability to ingest, consume and/or digest alcoholic beverage(s) or spirit(s) served, vended, sold or offered in the course of an Activity D) My sobriety and lack of being under influence of alcohol, drugs, medications, controlled or drowsiness-inducing substances or narcotics, or being under influence of any other substance which may effect my physical, emotional or mental ability to participate in an activity E) My lack of any condition, disposition, illness, disease—including by not limited to COVID-19 and/or associated viral variants—ailment or pregnancy for which participation in an Activity may cause negative or adverse effect(s) to my health or well-being, or the health or well-being of other participants and/or Staff on an Activity.

4. COVID-19 EXPOSURE: Hub Town Tours has implemented preventative measures to reduce the spread of SARS-CoV-2 and associated variants. However, Hub Town Tours cannot guarantee that I will not become infected with COVID-19 and/or associated viral variants. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending an Activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all of the foregoing risks and accept responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in an Activity. I hereby release, covenant not to sue, discharge, and hold harmless Hub Town Tours and/or its Staff from claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Hub Town Tours and/or its Staff, whether an infection of COVID-19 and/or associated viral variant occurs before, during, or after participation in any Activity.

5. MEDICAL TREATMENT CONSENT: I authorize Hub Town Tours to provide me with customary medical assistance, transportation, and emergency medical services as the result of injury or health condition. This consent does not impose a duty upon Hub Town Tours to provide such assistance, transportation, or services. I have the right to refuse medical assistance and understand Hub Town Tours will provide assistance if I am incapacitated.

6. INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold harmless Hub Town Tours and/or Staff from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement on an Activity, and to reimburse Hub Town Tours and/or staff for any such expenses incurred in the course of and in defense of such action(s).

7. PHOTO AND VIDEO RELEASE: I am aware that images or recordings may be taken during the course of an Activity, and hereby grant Hub Town Tours permission to the rights of my image, recording, likeness and/or sound of my voice as recorded on an Activity, without payment or any other consideration.

8. SEVERABILITY: I expressly agree that the foregoing conditions, terms, and clauses are intended to be as broad and inclusive as permitted by law in the State of Massachusetts and that if any portion, section, or clause thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

9. ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Waiver and Release of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to pursue legal action. I acknowledge that I am making this agreement freely and voluntarily, and intend by my purchasing, booking or reserving a ticket(s) or reservation(s) of an Activity to completely and unconditionally release Theodore James Clark dba Hub Town Tours and Staff of all liability to the greatest extent allowed by law.