***WAIVER*** ***AND*** ***RELEASE*** ***OF*** ***LIABILITY***

***For Nashville Pizza Tour participation***

In consideration of the risk of injury while participating in Nashville Pizza Tour (guided tours),and

as consideration for the right to participate in the Activity, I hereby, for myself, my heirs,

executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter

into this waiver and release of liability and hereby waive any and all rights, claims or causes of

action of any kind whatsoever arising out of my participation in the Activity, and do hereby

release and forever discharge Nashville Pizza Tour & Andrew E Weaseman, located at109 Lyle

Ln, Nashville, Tennessee 37210, their affiliates, managers, members, agents, attorneys, staff,

volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or

psychological injury, including but not limited to illness, paralysis, death, damages, economical or

emotional loss, that I may suffer as a direct result of my participation in the aforementioned

Activity, including traveling to and from an event related to this Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AM**

**PARTICIPATING** **IN** **THE** **ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE**

**RISKS** **ASSOCIATED** **WITH** **TRAVELING** **TO** **AND** **FROM** **AS** **WELL** **AS** **PARTICIPATING** **IN**

**THIS** **ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT** **ARE** **NOT** **LIMITED** **TO,** **PHYSICAL** **OR**

**PSYCHOLOGICAL** **INJURY,** **PAIN,** **SUFFERING,** **ILLNESS,** **DISFIGUREMENT,** **TEMPORARY**

**OR** **PERMANENT** **DISABILITY** **(INCLUDING** **PARALYSIS),** **ECONOMIC** **OR** **EMOTIONAL**

**LOSS,** **AND** **DEATH.** **I** **UNDERSTAND** **THAT** **THESE** **INJURIES** **OR** **OUTCOMES** **MAY** **ARISE**

**FROM** **MY** **OWN** **OR** **OTHERS'** **NEGLIGENCE,** **CONDITIONS** **RELATED** **TO** **TRAVEL,** **OR** **THE**

**CONDITION** **OF** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED**

**RISKS,** **BOTH** **KNOWN** **OR** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY,**

**INCLUDING** **TRAVEL** **TO,** **FROM** **AND** **DURING** **THIS** **ACTIVITY.**

I agree to indemnify and hold harmlessNashville Pizza Tour & Andrew E Weaseman against any

and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or

otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs,

if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If

Nashville Pizza Tour & Andrew E Weaseman incurs any of these types of expenses, I agree to

reimburse Nashville Pizza Tour & Andrew E Weaseman.

I acknowledge thatNashville Pizza Tour & Andrew E Weaseman and their directors, officers,

volunteers, representatives and agents are not responsible for errors, omissions, acts or failures

to act of any party or entity conducting a specific event or activity on behalf of Nashville Pizza

Tour & Andrew E Weaseman.

**I** **ACKNOWLEDGE** **THAT** **THIS** **ACTIVITY** **MAY** **INVOLVE** **A** **TEST** **OF** **A** **PERSON'S**

**PHYSICAL** **AND** **MENTAL** **LIMITS** **AND** **MAY** **CARRY** **WITH** **IT** **THE** **POTENTIAL** **FOR** **DEATH,**

**SERIOUS** **INJURY,** **AND** **PROPERTY** **LOSS.** The risks may include, but are not limited to, those

caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants,

equipment, vehicular traffic and actions of others, including but not limited to, participants,

volunteers, spectators, coaches, event officials and event monitors, and/or producers of the

event.

**I** **ACKNOWLEDGE** **THAT** **I** **HAVE** **CAREFULLY** **READ** **THIS** **"WAIVER** **AND** **RELEASE"** **AND**

**FULLY** **UNDERSTAND** **THAT** **IT** **IS** **A** **RELEASE** **OF** **LIABILITY.** **I** **EXPRESSLY** **AGREE** **TO**

**RELEASE** **AND** **DISCHARGE** **Nashville** **Pizza** **Tour** **&** **Andrew** **E** **Weaseman** **AND** **ALL** **OF** **ITS**

**AFFILIATES,** **MANAGERS,** **MEMBERS,** **AGENTS,** **ATTORNEYS,** **STAFF,** **VOLUNTEERS,**

**HEIRS,** **REPRESENTATIVES,** **PREDECESSORS,** **SUCCESSORS** **AND** **ASSIGNS,** **FROM** **ANY**

**AND** **ALL** **CLAIMS** **OR** **CAUSES** **OF** **ACTION** **AND** **I** **AGREE** **TO** **VOLUNTARILY** **GIVE** **UP** **OR**

**WAIVE** **ANY** **RIGHT** **THAT** **I** **OTHERWISE** **HAVE** **TO** **BRING** **A** **LEGAL** **ACTION** **AGAINST**

**Nashville** **Pizza** **Tour** **&** **Andrew** **E** **Weaseman** **FOR** **PERSONAL** **INJURY** **OR** **PROPERTY**

**DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is

also for negligence on the part of Nashville Pizza Tour & Andrew E Weaseman, its agents, and

employees.

In the event that I should require medical care or treatment, I agree to be financially responsible

for any costs incurred as a result of such treatment. I am aware and understand that I should

carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's

willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all

costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be

interpreted as an agreement between two parties of equal bargaining strength. Both the

Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Nashville Pizza Tour & Andrew E Weaseman

agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence

will be used or admitted to alter or explain the terms of this Agreement, but that it will be

interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be

severable or invalid, or if any term, condition, phrase or portion of this agreement shall be

determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall

remain in full force and effect, so long as the clause severed does not affect the intent of the

parties. If a court should find that any provision of this agreement to be invalid or unenforceable,

but that by limiting said provision it would become valid and enforceable, then said provision shall

be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency** **Contact** **Contact Relationship** **Contact Telephone**

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely

signing this agreement. I certify that I have read this agreement, that I fully understand its content

and that this release cannot be modified orally. I am aware that this is a release of liability and a

contract and that I am signing it of my own free will.

**Participant's** **Name:**

**Participant's** **Address:**

**Signature:**

**Date:**

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release

must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named

above, and do hereby give my consent without reservation to the foregoing on behalf of this

individual.

**Parent** **/** **Guardian** **Name:**

**Relationship** **to** **Minor:**

**Signature:**

**Date:**