

WAIVER AND RELEASE OF CLAIMS – TOURIST

In consideration of being permitted to participate as a tourist in the Annual Modern Phoenix Home Tour and any and all activities and events related to said Home Tour (collectively, the "Home Tour") presented by Modern Phoenix, LLC (collectively, "Modern Phoenix, LLC"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself and any of those in my household under the age of 18 years (who are individually and collectively referred to as "me," "my," or "I"), understand, acknowledge, represent, warrant and agree as follows, with the knowledge that Modern Phoenix, LLC will rely on same:

1. I am in good health and suffer from no minor or serious physical or mental injury, illness, or disability that would make me susceptible to injury or disability or which would make others susceptible to illness or injury, while performing any activity related to the Home Tour or contemplated by this Waiver and Release of Claims;
2. I am aware that the Home Tour, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include physical exertion for which I may not be prepared and unfavorable weather conditions. I am aware that I may be exposed to corona virus, COVID-19 or any variant, influenza, or other infectious or communicable diseases or viruses (collectively referred to as "Infectious Diseases"). I further realize that the Home Tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, roads, stairways and driveways, terrain, facilities, vehicular traffic, and that the risks also include lack of hydration, property theft, and actions of other people including, but not limited to, tour participants, and the "Released Parties" (defined below). I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well-being and health during the Home Tour and/or event. I accept all the inherent risks of the Home Tour and the possibility of personal injury, illness, exposure to Infectious Diseases, death or property damage or loss resulting therefrom. My participation in the Home Tour is at my sole risk;
3. I and my successors in interest, hereby forever and unconditionally release Modern Phoenix, LLC, its owners, officers, employees, agents, volunteers, and insurers, and the property owners and/or residents and their employees, agents and insurers, and the Home Tour sponsors (collectively, "Released Parties"), from any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and costs), of any nature whatsoever, and in any way arising out of, or resulting from, my participation in the Home Tour due to any cause, including, without limitation, any and all claims, actions, and liabilities for personal injury, illness, sickness, death, (including without limitation as a result of exposure to Infectious Diseases), loss or damage of property, regardless of whether or not such injury, illness, sickness, death, loss or damage was caused by the negligence or willful conduct of any of the Released Parties;
4. This Waiver and Release of Claims includes, but is not limited to, harm that may be attributable to, or in any way arise from, my own conduct, behavior, pre-existing conditions, or dispositions. I agree not to hold the Released Parties liable in any way should any harm come to me;
5. I agree at all times during the Home Tour to abide by and comply with any additional instructions, printed material, or posted signs given or made by the Released Parties and I accept that non-compliance may result in injury, death, permanent disability, or damages to the Released Parties;
6. I understand parking is at my own risk;
7. I authorize the Released Parties, at their option, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Released Parties to provide such assistance, transportation, or services;
8. I agree that I am solely financially responsible for any and all medical treatment required as a result of any illness, sickness, or other harm sustained in connection with the Home Tour (including without limitation as a result of exposure to Infectious Diseases);
9. I agree to pay any and all costs, fees, expenses and charges arising from my actions or conduct that results in damage or injury to any person. I further agree to indemnify and hold Modern Phoenix, LLC and the Released Parties harmless from and against any such act or conduct;
10. I agree that any dispute related to any matter shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Maricopa County, Arizona and I agree that Arizona Law will govern the dispute;
11. I further agree that if I violate this agreement and attempt to bring suit against any of the Released Parties, that I will be held responsible for attorneys' fees and any costs incurred by any and all of the Released Parties in defending such action;
12. I agree not to leave any of my personal property on the premises (indoor or outdoor) of any of the homes/locations I visit and I am solely responsible for leaving any of my valuable property at any of the Home Tour locations;
13. I agree to grant Modern Phoenix, LLC, a worldwide, royalty-free license to use my photographic, video, or digital likeness for promotional, educational, and/or commercial purposes, without further obligation or compensation to me;
14. I understand that this Liability Waiver and Release of Claims will apply to children under the age of 18 for whom I am either the parent or legal guardian or who otherwise accompany me on the Home Tour; and
15. **I hereby acknowledge and agree that I am over the age of 18 and have carefully read this Waiver and Release of Claims, that I fully understand it, and that I am freely and voluntarily executing it.**

PRINT NAME	SIGN NAME	DATE
PRINT NAME	SIGN NAME	DATE
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