

**SAVE ELLIS ISLAND, INC.**

31 US Highway 206 – Suite 3E

Augusta, NJ 07822-2042

**ELLIS ISLAND SOUTH SIDE ACCESS - RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT**

I expressly agree and promise to accept and assume risks inherent in the Hard Hat Tour. I understand that as part of the Hard Hat Tour, I will enter unrestored buildings. I understand and acknowledge that an inherent risk exists in abandoned buildings, which contain potential hazards including broken glass, uneven walking surfaces, dust, cracks and loose fixtures. I understand and acknowledge that these unrestored buildings do not comply with Americans with Disabilities Act (ADA) requirements.

I expressly agree and promise to accept and assume risks of contracting COVID-19 while on a Hard Hat Tour. I agree to exercise care to avoid all hazards. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I further agree that I am willing to assume the risk of any medical or physical condition I may have, and voluntarily assume all risks and agree not to hold Save Ellis Island, the United States Government and/or any of their partners, directors, officers, employees, agents, or volunteers liable for any illness, injury and any aggravation of any medical or physical condition I have.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Save Ellis Island, the United States Government and/or any of its partners, directors, officers, employees, agents, or volunteers from any and all claims, demands, causes of action and/or attorney's fees, which are in any way connected with my participation in the Hard Hat Tour and any use of the facilities on Ellis Island.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against Save Ellis Island, the United States Government and/or any of its partners, directors, officers, employees, agents, or volunteers on the basis of any claim from which I have released them herein.

**INDIVIDUAL, GUEST or PARTICIPANT:**

I have carefully read and understand the rules set forth above. I have also read the Release, Waiver and Hold Harmless Agreement set forth above. I am aware that this is a complete release of liability and I agree to be bound by its terms. I will abide by the rules and stipulations of this Release/Waiver. I further agree that this Waiver, Release and Hold Harmless Agreement is binding upon Heirs and Assigns.

**I Agree Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Street:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State/Country:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONSENT OF PARENT/GUARDIAN (If participant is a minor):**

I am the parent or legal guardian of the participant(s) below. I hereby consent that the participant(s) named below may participate in the Save Ellis Island Hard Hat Tour, and hereby execute this Release, Waiver, and Hold Harmless Agreement on his/her/their behalf. I hereby affirmatively state that the participant(s) are physically able to participate in the Hard Hat Tour.

**Name of Minor Participant(s):** \_\_\_\_\_

**I Agree Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PERMISSION TO USE PHOTOGRAPH**

- I grant to Save Ellis Island, Inc., its representatives and employees the right to take photographs of me or my child and his/her property in connection with the south side tours. I authorize Save Ellis Island, Inc. its assigns and transferee to copyright, use and publish the same in print and/or electronically.
- I agree that Save Ellis Island, Inc. may use such photographs of me (or my child) with or without my name and for any lawful purpose, in SEI's programming and/or in ancillary promotional materials, in any type of media now known or yet to be devised, worldwide and in perpetuity.

**Name of Minor Participant(s):** \_\_\_\_\_

**I Agree Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SHOE WAIVER – ASSUMPTION OF RISK:** Please dress for the weather and be sure to wear appropriate footwear. Sandals, flip-flops, open-toed shoes, and high heels are not recommended.

I understand the above statement, and have been warned about the terrain and possible hazards of wearing inappropriate footwear. By signing this statement, I agree to all of the terms of the waiver and accept all responsibility for any injury that may occur to me (or my child) by wearing inappropriate footwear.

**I Agree Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_