

## North Carolina Modernist Houses Release Form – March 23, 2019

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By signing below, I am making a legally binding Liability Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), to Triangle Modernist Archive, Inc. ("TMA"), a North Carolina nonprofit 501C3 organization doing business as North Carolina Modernist Houses (NCMH). I agree to this release voluntarily on my own behalf and on behalf of any and all heirs, executors, administrators, legal representatives and assigns (collectively, "Releasor," "I" or "me") for an educational tour in Wake, Durham, and Orange counties on March 23, 2019 ("Event"). I agree this Release includes any minors under my care who attend the Event if they are under 18 years of age.

As Releasor, I fully recognize that there are unlikely but possible dangers and risks involved in the Event including injury, loss, damage, or death that I may be exposed to by participating. TMA does not require me to participate in this Event but I want to do so despite any possible dangers and risks and despite this Release.

With informed consent, and for valuable consideration of admission received from TMA, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Event, and I release TMA and all of its volunteers, agents, employees, contractors, directors, officers, board members, operators, and legal representatives (collectively "Releasees"), from any and all claims, demands, suits, judgments, property or other damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, in any legal jurisdiction, that I may suffer at any time arising from or in connection with the Event, including but not limited to any emotional distress, mental suffering, verbal offense, physical injury or death, loss of or damage to property (collectively "Liabilities"). I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities. I agree not to revoke this agreement in the future. I understand and agree this Release binds my heirs, executors, administrators, legal representatives and assigns to the same terms.

There are unlikely but possible risks that Event transportation may be cancelled or postponed by weather, mechanical issues, or any other reason. I agree to pay, at the time of such postponement or cancellation, for all my own costs of any meals, lodging, additional transportation, and incidental expenses and hold Releasees harmless for such expenses.

If I take medication or have a medical condition, I warrant that I have seen a physician and have approval to participate in this Event. I warrant that I have adequate medical or health insurance to cover any and all medical assistance I may require while participating in this Event. I warrant that I will carry any required medications with me in sufficient quantity for Event duration plus three additional days' supply for possible delay. I acknowledge that most of the unique buildings and sites I may visit do not have accommodations for the mobility-impaired. Therefore, I warrant that I am capable, without assistance, of walking a minimum of two miles and/or two hours at a time over uneven terrain and climbing stairs that may or may not have handrails. I may also choose to opt out of any portion of the Event by staying in or near the tour bus.

I agree to the use of my photograph, image, voice, and likeness as a participant in the Event, for any purpose, without remuneration, copyright, or further consent, in any and all media, or in the promotion thereof, including, without limitation, all allied, ancillary, subsidiary, and incidental rights throughout the world, in perpetuity.

I agree that this Release shall be governed for all purposes by North Carolina law and that the venue for any actions is Durham County, North Carolina. I agree that should any part of this Release be found invalid, the remaining parts will remain in full force and effect. I agree that any claim or dispute against the Releasees, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association. This agreement shall be interpreted under the Federal Arbitration Act.

**I have read and fully understand and consent to this entire Release. I have had the opportunity to review this Release with an attorney of my choosing. By signing below, I agree to be legally bound by this Release and freely agree to all the terms of this Release without exclusion and without duress of any kind.**

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Print Full Legal Name                      / Signature                      / Date                      / Cell Phone

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Print Full Legal Name                      / Signature                      / Date                      / Cell Phone