



18924 BLACKROCK RD.  
CATALDO IDAHO 83810

855-WEED-TOR  
WWW.TUMBLEWEEDTOURS.COM

## RELEASE, INDEMNITY AND HOLD HARMLESS

In consideration for allowing me to participate in the tour organized by Tumbleweed Tours, LLC (“Tumbleweed”), I hereby expressly and voluntarily agree to forever release, acquit, indemnify, hold harmless and discharge Tumbleweed, its owners, officers, managers, and employees (the “Released Parties”) from, and agree to hold the Released Parties on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me from, any and all actions or omissions(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to, attorneys’ fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, property damage, or other loss that I may suffer arising from my participation in the tour organized by Tumbleweed (the “Tour”), and all activities related to the Tour. I understand that by signing this agreement, I am completely waiving and releasing the Released Parties from any and all responsibility or duties owed by them to me for personal injuries, death, property loss/damage, and/or any other loss sustained by myself while participating in the Tour and all related activities, even if such injury or damage results from a Released Party’s negligence, gross negligence, improper supervision, or negligence or gross negligence by other Tour guests.

I hereby agree that any controversy between the parties hereto involving any claim arising out of or relating to a breach of this Agreement or to the Released Party’s services provided to me shall be submitted to and be settled by final and binding arbitration held in Kootenai County, Idaho, to the exclusion of all other venues, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. I further agree that the substantive laws of Idaho shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect.

I have read and fully understand this agreement.

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Name of Participant

.....  
Signature of Participant

.....  
Date