

Modernist Archive Inc. Liability Release**Name of Event/Tour:** _____**Date of Event/Tour:** _____

By signing below, I am making a legally binding Liability Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), to Modernist Archive, Inc. ("MA"), a North Carolina nonprofit 501C3 educational archive doing business as USModernist and NCModernist.

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 architecture tour ("Event"). MA does not require me to participate in Event but I choose to do so despite any possible risks and despite this Release.

I fully recognize that there are unlikely but possible risks involved in the Event. With informed consent, and for valuable consideration of Event admission from MA, I agree to assume all of the risks and responsibilities arising from or associated with this Event, and I release MA and all of its volunteers, agents, employees, contractors, directors, officers, board members, and legal representatives (collectively "Releasees"), from any and all claims, demands, suits, judgments, loss or damage to property, 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 emotional distress, mental suffering, verbal offense, physical injury, or death (collectively "Liabilities"). I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

There are unlikely but possible risks that Event transportation may be cancelled or postponed by weather, mechanical issues, or any other reason. Should this occur, I agree to pay for any additional meals, lodging, transportation, and incidental expenses and hold Releasees harmless for such expenses. If I take medication and/or have a medical condition, I warrant that I have seen a physician and have approval to participate in this Event. I agree to bring adequate medical or health insurance to cover any possible medical assistance required during Event. I agree to bring any required medications in sufficient quantity for Event duration plus three additional days' supply for possible delay.

I acknowledge that most of the unique buildings, houses, and sites I may visit do not accommodate the physically 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 at least 36 stairs that may or may not have handrails.

By participating in Event, I agree to being photographed, filmed, or otherwise recorded and to the use of such recordings, including my voice and image, without notice or compensation, 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 this Release is governed for all purposes by North Carolina law with venue for any legal actions to be held in Durham County, North Carolina. I agree that should any part of this Release be found invalid, the remaining parts remain in full force and effect. I agree that any claim against Releasees, whether related to this agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association and interpreted under the Federal Arbitration Act.

I have read, fully understand, and freely agree to be legally bound by this entire Release without exclusion and without duress. I have had the opportunity to review this Release with an attorney of my choosing. I agree this release is perpetual and agree not to revoke it in the future. I understand and agree this Release binds my heirs, executors, administrators, legal representatives, estates, and any other assigns to the same terms.

Print Name**Signature****Date**