

**ASSUMPTION OF RISK, AGREEMENT TO FOLLOW RULES,
RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
UPON ENTRANCE FOR A TOUR OF THE NEVADA STATE PRISON
IN CARSON CITY, NEVADA**

In consideration of being allowed to participate in a tour of the Nevada State Prison (NSP), I, the undersigned, acknowledge, appreciate, and agree for myself and my child (if applicable) that:

1. The risk of inconvenience, serious injury or death while touring on foot, wheelchair or otherwise on the grounds of the old prison is always present due, but not limited to, the following:
 - A. The facility is old and not up to current standards regarding construction, maintenance or access and the facilities may not support me or my child or portions may fall on me or my child.
 - B. There is a possibility of physical stress or the twisting of joints or breaking of bones while traversing over broken concrete or pathways or on soft, uneven or irregular ground on a tour. The NSP is largely no longer used by the State of Nevada and the walkways and other areas that may be accessed could be uneven or broken, contain obstacles, razor or barbed wire, or are not maintained. The tour contains grade elevations and has a distance of up to a mile. The weather may be hot, cold, windy or inclement and may result in heat exhaustion, dehydration, sunburn, frostbite, allergic reaction or death. There may be an accidental exposure to animals or animal excreta. There will be limited access to a restroom and to water.
2. Glass containers, smoking, lighting materials, drugs, firearms, weapons, and sharp instruments are prohibited. The removal of anything not brought in or the leaving of anything brought in is prohibited, unless something brought in is waste and left in designated trash containers. The rules allow photographs, videos, films and/or audio recordings to be taken and any of these that I or my child take will not be for commercial use without prior agreement. No open toe shoes are allowed and we should dress with the weather in mind. There will be no deviation from the tour route or over barriers or against directions.
3. Knowing the above information and, **FOR MYSELF, SPOUSE, CHILD AND HEIRS, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my or my child's participation.
4. I willingly agree to comply with the program's customary terms and conditions for my and my child's participation. If, however, I observe any unusual significant concern in my or my child's ability to continue on the tour, I will bring such to the attention of the nearest official immediately and, follow directions to remove myself or my child from participation.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Nevada State Prison Preservation Society (NSPPS), Nevada Department of Corrections and the State of Nevada and their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers ("Releasees") **WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND CAUSES OF ACTION FOR INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE**, including costs of defense and attorney's fees, regarding me or my child and/or arising from my

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or his/her activities, WHETHER ARISING FROM RISKS ASSOCIATED WITH THIS ACTIVITY and/or the NEGLIGENCE OF THE RELEASEES and/or unforeseen risks or losses.

6. The Releasees cannot control all of the risks associated with the indicated activities, and may need to respond to accidents and other emergency situations. Therefore, I hereby give my consent for me or my child to receive any medical treatment that may be deemed by the Releasees or emergency responders to be required relative to participation, with the understanding that the costs of such treatment will be my responsibility, unless otherwise provided below. I acknowledge that the Releasees do not carry medical or any other insurance for participants in the activities named, unless the participants are informed otherwise in writing. Therefore, participants must provide their own medical, disability or other appropriate insurance. I acknowledge that the activity specified involves strenuous activity, and that I know of no medical reason why I or my child should not participate.

7. I and/or my child may be photographed and I approve of the use of the photo, video or film likeness being used by Releasees.

8. I acknowledge that I am 18 years of age or older and competent to execute this agreement, intend to be bound by it, and agree that it shall be governed by the laws of the State of Nevada. I certify that I have read and approve this document, I understand its content, and I sign it freely and without any inducement or assurance of any nature intending it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that, if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

NAME OF PARENT OR GUARDIAN (PRINT): _____

ADDRESS: _____

PHONE: _____ **E-MAIL:** _____

SIGNATURE: _____ **DATE:** _____

(Parent)

PRINT NAME OF ALL CHILDREN UNDER 18: _____

EMERGENCY CONTACT:

NAME OF PARENT OR GUARDIAN OR PHYSICIAN: _____

ADDRESS: _____

PHONE: _____ **E-MAIL:** _____

OPTIONAL: REJECTION OF MEDICAL TREATMENT

I hereby reject any and all medical treatment that may be given or offered to me for any reason arising out of my participation in the above activity.

PRINT NAME: _____

(Parent)

SIGNATURE: _____ **DATE:** _____