PORT GAMBLE GHOST WALK/CONFERENCE | SPECIAL INVESTIGATIONS | TOURS | CLASSES | FILM CREWS TERMS & CONDITIONS

I, the undersigned, voluntarily desire to participate in the **Port Gamble Ghost Walk/Conference** | **Special Investigations** | **Tours** | **Classes** | **Film Crew Activities** | **Paranormal Investigations** held by Port Gamble Paranormal Tours, OPG Port Gamble LLC and Rayonier Inc.

I understand that Port Gamble was founded in 1853 and is an historic town with older buildings and facilities (the "Property") owned by OPG Port Gamble LLC, a Washington limited liability company (the "Owner"). In connection with my decision to purchase a ticket to participate in paranormal activities and events upon the Property (the "Tours"), I hereby agree to release, waive, discharge, and covenant not to sue the Owner, its officers, employees, and affiliated or related entities (collectively, the "Released Parties"), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any minor or dependent under my custody, or any property belonging to me, while in, on, or upon the Property. I hereby further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, loss, liability, damage, or costs (including court costs and reasonable attorneys' fees) that the Released Parties may incur in connection with, or in any way related to, my participation in the Tours, or the participation of any minor or dependent under my custody. It is my express intent that this agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, covenant not to sue, and indemnity agreement. This agreement shall be construed in accordance with the laws of the State of Washington and shall be effective to the maximum extent permitted by law.

I certify that to the best of my knowledge; I have no physical condition which will be aggravated by the activity or which will impair my ability to participate in the activity. I am fully aware of the risks and hazards connected with the activity.

I assume all responsibility for all risks of injury to my person and property that may be sustained in connection with the associated activities, including travel by automobile or other conveyance. Furthermore, I release and discharge OPG1LLC and Pope Resources and the owners and/or managers of the investigation location from any and all claims, demand, cause of action, suit, obligation and liability for any damages, including personal injury, accidents, illness, death and personal property damage, cost or other damage that may arise from or be in any way connected with my participation in said activity, except those occasioned solely by the negligence of that said institution or their agents.

I am at least sixteen (16) years of age and fully competent.

I understand that any and all photographic, video, audio, and other such material evidence that I may gather of the interior/exterior of the investigation site may not be shared, published, or otherwise made public in any way without the express consent and permission of OPG Port Gamble LLC, Rayonier Inc., and any involved administrators and participants on site, who reserve the right of non-disclosure. I understand that failure to comply with this agreement may be legally actionable.

| SIGNATURE: | | | |
|------------|------|-----|------|
| NAME: | | | |
| (Print) | | | Date |
| ADDRESS: | | _WA | |
| Street | City | | Zip |

In case of emergency, please notify:

| NAME: | | |
|---|-----------|----------|
| (Print) | | |
| RELATIONSHIP: | PHONE: () | |
| ADDRESS: | | WA |
| Street | City | Zip |
| *If the above is signed by a minor, <u>the acco</u> | | n below. |
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| *If the above is signed by a minor, the acco | | |
| NAME: | | |
| NAME:(Print) | | DateWA |