



WALKING TOUR LIABILITY WAIVER

By purchasing tickets for and/or participating in the walking tours offered by Gardens by the Bay ("Tours") and in consideration of being allowed to purchase the said ticket/s and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged the said purchaser/s and/or participant/s understands, acknowledges, represents, warrants and agree as follows

1. **Comprehension of Risk.** Participant/s fully comprehend and accept all of the risks associated with participant/s participation in the Tours including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, autonomous or motorised vehicles, and pedestrians within the premises of Gardens by the Bay.

2. **Assumption of Risk.** Participant/s assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with participant/s participation in the Tours. Participant accepts personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Tours and hold Gardens by the Bay, its employees, subsidiaries, directors and partners forever and unconditionally harmless from all claims, actions, damages and losses, costs, and expenses (including, without limitation, legal fees) for death, injury, loss or damage to property, (collectively "Claims") in any way arising out of participant/s participation in the Tours.

3. **Severability.** If any provision of this Waiver and Indemnity form is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

4. **Promotional Release.** Participant/s hereby grant to Gardens by the Bay the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of participant's participation in the Tours, in which participant may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits.

5. Participant/s **UNDERSTANDS THAT this is a WAIVER OF LIABILITY AND INDEMNITY** in favour of Gardens by the Bay. By continuing to participate in the Tours, participant is giving participant's voluntary agreement to the provisions of this **WAIVER AND RELEASE OF LIABILITY**. Participation in the walking tours by a person who is not yet 21 years old indicates that a parent or legal guardian has also read and consented to this waiver.