## Terms and Condition

Through use of our website, and/or by purchasing ticket(s), you affirm that you and tour attendees accompanying you fully understand, agree to comply with, and agree that you are bound by the following Terms and Conditions. If you disagree with any part of these terms and conditions, please do not use our website and/or purchase tickets. I acknowledge, attest, agree and represent as follows:

- 1. I understand and agree that tickets are only valid for the specified date and time for which they are purchased.
- 2. I agree and understand that the tour is held outside in all weather conditions and that I may be exposed to unfavorable weather conditions including, but not limited to heat, rain, ice and snow.
- 3. I understand and agree that all sales are final, and that tickets cannot be refunded, exchanged, or rescheduled, even if I do not meet the tour, choose not to complete the tour, or am unable to complete the tour.
- 4. I understand and agree that itinerary, attractions and tasting locations/items are subject to change without notice.
- 6. I understand and agree that Tailor-Made Tours at its sole discretion may remove or edit any visitor posted content it deems inappropriate for any reason. By posting reviews, comments or other content you indemnify and hold harmless Tailor-Made Tours and its associates for all claims resulting from content you supply. Tailor-Made Tours takes no responsibility and assumes no liability for any content posted by you or any third party.
- 7. I understand and agree that use of this website, its servers, and electronic communication is at my own risk and may result in exposure to including but not limited to computer viruses or other types of damages.
- 8. I understand and agree that all Tailor-Made Tours services purchased through our website or by phone may involve third party transaction processing. I solely assume all risk of loss, and take sole responsibility for the security of transactions processed by third parties, and indemnify and hold harmless Tailor-Made Tours.
- 9. These Terms and Conditions and subsequent Participant Waiver and Release of Liability shall be construed in accordance with, and its validity and effect

(including any claims for breach of any of the terms thereof) shall be governed by the laws of the State of Mississippi, and these Terms & Conditions and subsequent Participant Waiver and Release of Liability contain the entire understanding and the agreement of the parties hereto and supercedes all other written and oral exchanges, arrangements or negotiations among them, whether written or oral, concerning the subject matter hereof.

- 10. Any dispute relating in any way to your use of our website or participation on a tour you purchase through Tailor-Made Tours shall be submitted to confidential arbitration in Mississippi. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 11. I do hereby release and agree to hold harmless Tailor-Made Tours, its affiliates, owners, vendors, operators, agents and employees from any and all liability associated with the above representations and agreements. In addition, use of this website, purchases, and tour participation in this tour is at my sole risk, and I agree to release, discharge, defend and indemnify against, any and all liability, whether caused by willful or negligent conduct, Tailor-Made Tours, its affiliates, owners, operators, agents, and employees from any claims, actions and liabilities for injury (including death), illness and property losses, theft or damages to myself and those participating in the tour with me. This release shall extend to and include any person/entity acting through or on my behalf.