

TapTastings, LLC

RELEASE AND WAIVER OF LIABILITY AGREEMENT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration for TapTastings, LLC, a Massachusetts limited liability company, d/b/a TapTastings and the venues visited, including but not limited to Bad Martha Farmer's Brewery, Barnstable Brewing, Cape Cod Beer, Devil's Purse Brewing Co., Hog Island Beer Co., Naukabout Beer Company, Provincetown Brewing, or any other participating venue ("VENUES"), agreeing to take an individual ("GUEST") on a sightseeing/alcohol/food tasting tour ("TOUR"), Guest agrees to the following terms and conditions:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Alcohol Consumption Activities (defined as any activity in which an individual tastes, consumes, or buys alcohol while on a tour) and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) ALCOHOL CONSUMPTION ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by factors including, but not limited to: my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation.
3. HEREBY HOLD HARMLESS TAPTASTINGS, LLC, its managers, members, sponsors, administrators, agents, volunteers, contractors, employees, advertisers, and VENUES (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY TO MYSELF, MY PROPERTY, OTHERS, OR OTHERS' PROPERTY, EVEN INJURY RESULTING IN DEATH, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATIONS, OF THE RELEASEES OR OTHERWISE WHILE I AM PARTICIPATING IN THE ACTIVITY.
4. AGREE that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, anyone on my behalf, or anyone harmed by my actions makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
5. ACKNOWLEDGE AND UNDERSTAND DRINKING AND DRIVING IS DANGEROUS to my safety and the safety of others. I further acknowledge that, if necessary, I will take advantage of TapTastings, LLC's service to provide transportation to my destination or arrange for transportation to my ultimate destination. I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY INJURY I incur or cause to occur to others as a result of my failure to take caution while operating a vehicle after participating in the Activity.
6. AGREE AND ACKNOWLEDGE that TAPTASTINGS, LLC HAS THE RIGHT TO REMOVE ME FROM THE TOUR WITHOUT COMPENSATION and prevent my further participation in the activities if my conduct is disorderly or interferes with others' enjoyment of the tour.
7. ACKNOWLEDGE AND UNDERSTAND that drinking alcohol, smoking, and/or vaping is prohibited on any TapTastings, LLC vehicle and that use of seatbelts is required at all times on any TapTastings, LLC vehicle.
8. FULLY UNDERSTAND THAT GUEST WILL BE HELD RESPONSIBLE for any cleanup or replacement cost for damages to TAPTASTINGS, LLC's or VENUES' property caused by said GUEST as well as cost for additional transportation required by GUEST.
9. ACKNOWLEDGE that TapTastings, LLC is in not affiliated with any of the VENUES in any way.

I AM 21 YEARS OR OLDER, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, MY SPOUSE, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY MASSACHUSETTS LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PHOTO RELEASE - I HEREBY GRANT PERMISSION FOR MY PICTURE TO BE USED BY TAPTASTINGS, LLC, visited VENUES of TapTastings, LLC, and/or the media for uses included but not limited to programming, media, or promotional purposes. This is a complete release to TapTastings, LLC of all claims, whether legal or equitable, in connection with said photos.

TO LIMIT THE TERMS OF THIS PHOTO RELEASE, please check the following box: I DO NOT want to release my photos.

Participant

PARTICIPANT'S NAME (PRINTED): _____ DATE: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS and/or PHONE and/or EMAIL: _____

EMERGENCY CONTACT (NAME & PHONE #): _____