

**WAIVER AND RELEASE FROM LIABILITY**

In consideration of being permitted to participate in the wine tour provided by Beyond the Vine; Whitenight Wine Tours LLC, d/b/a Beyond the Vine, an Indiana limited liability company ("Company"), I acknowledge and agree as follows:

1. I understand that I am voluntarily participating in the wine tour at my own risk and I believe that I am in appropriate health and physical condition. I acknowledge that I am of legal drinking age (21 years or older) to participate in this event. I am voluntarily participating in these activities with knowledge of any potential danger involved and hereby agree to accept any and all risk of injury and death and disclaim any liability against the Released Parties related to the consumption of alcohol.
2. I do hereby fully release and discharge the Company, and their agents, officers, managers, staff, volunteers, and affiliates (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities regarding the wine tour, including but not limited to any injury that occurs as one of the wine tours stops. This is a complete and irrevocable release and waiver of liability, claim, or cause of action or any claim arising out of the Released Parties' negligence. I covenant not to bring any action or claim against the Release Parties for any alleged liabilities, claims, or causes of action released hereunder.
3. I further agree to indemnify and hold harmless the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, or connected with, or in any way associated with, the wine tour.
4. In addition, the Released Parties are not responsible for any loss or theft to persona; property brought to the wine tour or left at one of the stops along the tour, and I release the Released Parties from any liability for such loss or theft.
5. I understand that I will be responsible for a \$300 clean-up fee if my bodily fluids are left on the Beyond the Vine Shuttle; as result of urine, blood or vomit.
6. The release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.
7. Beyond the Vine, DoubleTree by Hilton (155 Progress Drive), and/or The Holiday Inn Express & Suites (200 Progress Drive) is not responsible for any damage to vehicles of non-hotel guests, left on the property the day of or the day following the wine tour.
8. \_\_\_\_\_ Please initial, if you agree to allow any photos taken during a Beyond the Vine Trip, to be posted to social media. Photos may be posted from Beyond the Vine.

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms and understand that I am giving up substantial rights, including my right to bring suit. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

**FOR STAFF USE ONLY**

Drivers License Information

\_\_\_\_\_

State/Number

\_\_\_\_\_

Date of Birth