

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_ (“Participant”), have decided to participate in various travel, wine tastings, tours, and related activities (“Activity”) with Root to Stem Wine Tours (“Root to Stem”). Participant’s decision to participate is entirely voluntary. Participant warrants that he or she is an adult, over the age of twenty-one (21), is lawfully permitted to drink alcohol, and has full capacity and exclusive authority to make the agreements contained herein.

**Acknowledgement of Risk:** Participant understands that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: bodily injury, loss of limb, death or property damage. Participant is participating in the Activity with knowledge of the dangers involved.

**Medical Release:** Participant is not suffering from any medical condition, impairment, or disease that would prevent his/her safe participation in the Activity. Participant has disclosed to Root to Stem, and any other administrators of the Activity, any and all of Participant’s medical conditions that could impact participant’s participation in the Activity. Participant acknowledges that he or she is physically fit and mentally capable of participating in the Activity. Participant has not been advised by a physician or any other health care provider to limit his or her participation in activities such as the Activity. Participant assumes responsibility for Participant’s participation in the Activity, including any injury or death, while participating in the Activity.

Participant understands that Root to Stem will not have medical personnel available at the location(s) of the Activity and does not provide medical insurance to cover medical care of the Participant. Participant agrees that Root to Stem, its employees, independent contractors, representatives, volunteers and assigns, assume no responsibility or liability for any injury or damage that might arise out of or in connection with medical treatment resulting from participation in the Activity. Participant accepts full responsibility for any expenses incurred, to the extent such expenses are not covered by Participant’s health insurance.

**Release of Liability and Hold Harmless:** In consideration for the right to participate in the Activity, Participant agrees to assume the risks involved and acknowledges that such risks may include, but not be limited to, bodily injury and/or death and/or property damage, and hereby collectively and individually releases and agrees to indemnify and hold harmless Root to Stem, its employees, independent contractors, representatives, volunteers and assigns, (“Releasees”) to the fullest extent allowed by law from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to Participant’s participation in the Activity. This release will also prevent Participant’s and Participant’s family from suing Releasees, and binds Participant’s estate, siblings, parents, heirs, personal representatives and assigns. Participant hereby agrees to use care for his or her own safety and well-being.

If Participant’s personal property is used during said Activity, Root to Stem is hereby released from liability for damage to or destruction of such property.

**Image Consent:** In consideration for the right to participate in the Activity, Participant willingly grants, irrevocably consents to, and authorizes Releasees the right and permission to photograph, film, video-tape, record, publish, re-publish, broadcast, re-broadcast, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse Participant’s name,

image/likeness or voice in media or technology now known or hereafter developed in connection with any product or service in any campaign or promotion in all markets as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. Participant understands that he or she will receive no compensation for this agreement. Participant hereby assigns any copyright or other proprietary interest that he or she might assert in Participant's participation in the Activity to Releasees. Releasees may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or non-profit. Participant understands that the personal information provided below may be used only in connection with this program, and may not be used for any commercial or other purpose.

**Severability:** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect.

**Voluntary Agreement:** Participant has read, and understands, this Release and Hold Harmless Agreement in its entirety and voluntarily enters into same, without reliance on any representations, statements or inducements, express or implied, made by any party whatsoever. Participant understands that he or she has had the opportunity to ask questions, or object to any of the terms of this Agreement, by contacting Root to Stem. By entering this agreement, Participant acknowledges that he or she fully understands and does not object to any of the terms of this transaction.

**Tennessee Contract:** This Agreement shall be a Tennessee contract. This Agreement shall be construed under the laws of the State of Tennessee. Any litigation in relation to this Agreement shall be conducted only in the Courts located within Rutherford County, Tennessee. In any litigation in relation to this Agreement, the prevailing party shall be entitled to recover attorney's fees and all costs of litigation, including, but not limited to, discovery, depositions, travel, court costs, experts and the like.

Emergency Contact: \_\_\_\_\_  
Name Phone  
\_\_\_\_\_ Address

\_\_\_\_\_  
Participant Signature Date

\_\_\_\_\_  
Print Name Phone Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address