

South Jersey Beer Scene Brewery Tours

AGREEMENT OF RELEASE & WAIVER OF LIABILITY

This is a legally binding release, waiver of liability and Assumption of the Risk Agreement (the "Agreement"). Please read it carefully before signing. In consideration for South Jersey Beer Scene, LLC, a New Jersey limited liability company ("SJBS") agreeing to take an individual ("Guest") on a sightseeing and wine/brew tasting tour ("Tour"), Guest agrees to the following terms and conditions:

1. Guest acknowledges and agrees that Guest is embarking on a sightseeing and wine/brew tasting tour, which involves potentially dangerous activities, as well as the consumption of alcohol. Guest assumes the risks associated with the Tour activities.

2. Guest assumes the risks associated with alcohol consumption and takes full responsibility for his or her own actions, safety and welfare. Guest further understands that he or she will be a member of a group and that Guest will conduct himself or herself in a way that does not endanger Guest or the group.

3. Guest agrees to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that Guest's judgment is impaired. Guest understands and acknowledges that many of the SJBS activities on the Tour involve the consumption of alcohol, including, but not limited to, various wines, beers and champagnes. Guest understands the potential risks associated with the consumption of alcohol and acknowledges that Guest does not have or is not aware of any medical condition(s) that would prevent Guest from consuming alcohol or would result in any injury or damage to Guest as a result of Guest's consumption of alcohol. Guest acknowledges and agrees that SJBS shall not be responsible or liable for any accident, injury, theft, loss or damage caused by Guest's impaired judgment or negligence. Guest waives any claim which Guest, Guest's heirs, successors assigns, spouse, family members or legal representatives may have against SJBS arising from or as a result of any such accident, injury, theft, loss or damage caused by Guest's impaired judgment or negligence.
 - A. The Guest will be responsible for any and all damage to the vehicle, owned by or hired by SJBS, caused by the Guest according to the schedule below:
 - a. Excessive clean up fee - \$150
 - b. Sickness in vehicle - \$300
 - c. Rips/Tears - \$100 or replacement cost, whichever is greater
 - d. Other damage - \$100 or replacement cost, whichever is greater

4. Guest acknowledges that it is Guest's responsibility to provide for Guest's own accident and health coverage while participating on the Tour. SJBS does not provide for any accident or health coverage for any of its guests.

5. Guest understands and acknowledges that the Tour involves transportation by various motor vehicles, including, but not limited to shuttle, van or bus transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. While Guest understands and agrees that SJBS will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Guest understands that SJBS assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

- A. Each Tour will leave promptly from a designated pick up area at a designated starting time. A Guest who misses the starting time can meet SJBS at any of the scheduled stops, but no refunds will be provided. SJBS will provide the group a departure time at each stop and will not be responsible for any Guest who does not board at the specified departure time.

6. In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither SJBS, nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with SJBS, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by SJBS's gross negligence or intentional malfeasance.

7. Guest agrees and acknowledges that SJBS shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during the Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against SJBS arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.

8. Guest assumes the risk of and releases, defends, and holds SJBS harmless for any liability, for any death, physical or other injury, loss, or harm suffered by during or as a consequence of Guest's participation or presence in or on any activity that comprises the Tour under any circumstances unless caused by SJBS's gross negligence or intentional malfeasance. Therefore, Guest agrees to indemnify, defend, and hold SJBS harmless against any liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with any claims for bodily injury, wrongful death, or property damage brought by Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives, except to the extent that any loss or damage is caused by SJBS's gross negligence or intentional malfeasance.

9. This Agreement shall be binding on Guest's agents, heirs, and successors or assigns, and shall apply to all sponsors, officers, officials, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with or connected to SJBS in anyway.

10. Guest acknowledges and agrees that Guest has read and agrees to the Terms & Conditions as found on the website.

11. Guest hereby gives full consent to SJBS to use and publish Guest's likeness on SJBS's advertisements; Guest acknowledges that SJBS does not have to compensate Guest in any way for the use of Guest's likeness on SJBS advertisements. Likenesses include, but are not limited to photographs, images, renderings, and drawings of Guest. Advertisements include, but not limited to SJBS's website as well as any brochures, bulletins, digital advertisements, web-based advertisements, and printed advertisements in newspapers and/or magazines.

12. Guest agrees that under no circumstances shall SJBS be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, regardless of whether arising from breach of contract or tort, even if SJBS was advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen by SJBS.

13. To the fullest extent permitted by Law, all parties to this agreement voluntarily and knowingly, WAIVE THE RIGHT TO A TRIAL BY JURY after consulting with counsel (or after having waived the opportunity to consult with counsel). THE RIGHT TO A TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE STATE OF NEW JERSEY. THIS WAIVER APPLIES IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) RELATING DIRECTLY OR INDIRECTLY TO THE TERMS OF THIS AGREEMENT. The parties' reciprocal agreement to the waiver set forth in the foregoing sentence is a material inducement to the parties' respective agreements to the other terms of this Agreement.

14. The parties to this agreement agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this agreement through mediation or through binding arbitration in accordance with the principles of the Uniform Arbitration Act, and other related laws of the Commonwealth of Pennsylvania. THE PARTIES MAKE THE FOREGOING COMMITMENT WITH FULL KNOWLEDGE THAT BY AGREEING TO SUBMIT DISPUTES TO BINDING ARBITRATION, THE PARTIES ARE AGREEING NOT TO RESORT TO THE COURTS OR THE JUDICIAL SYSTEM, AND ARE WAIVING THEIR RIGHTS TO DO SO. Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an

“Arbitration Panel” that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the Cape May County Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute.

15. Guest acknowledges and agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement or the rights and obligations of any Guest in connection with any Tour shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s or country’s laws. If paragraph fourteen (14) is found to be unenforceable, then each Guest hereby submits to the exclusive jurisdiction and venue of the state courts in Cape May Court House, Cape May County, New Jersey and hereby waives any claim that is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANYONE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE 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. I HEREBY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.

Print Name:

Signature:

Date of Tour:
