



### WAIVER AND RELEASE FROM LIABILITY

In consideration of being permitted to participate in the wine tour provided by UNCORKED Touring 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 risks of injury and death and disclaim any liability against UNCORKED Touring Company related to the consumption of alcohol.

2. I do hereby fully release and discharge the UNCORKED Touring Company, and their agents, officers, managers, staff, volunteers and affiliates 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 at one of the wine tour stops. This is a complete and irrevocable release and waiver of liability, claim, or cause of action or any claim arising out of the UNCORKED Touring Company negligence. I covenant not to bring any action or claim against the UNCORKED Touring Company for any alleged liabilities, claims, or causes of action released hereunder.

3. I further agree to indemnify and hold UNCORKED Touring Company 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, UNCORKED Touring Company is not responsible for any loss or theft to personal property brought to the wine tour or left at one of the stops along the tour, and I release UNCORKED Touring Company from any liability for such loss or theft.

5. I understand that I will be responsible for a \$200 clean up fee if my bodily fluids are left on the UNCORKED Touring Company shuttle; as result of urine, blood, or vomit.

6. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

7. UNCORKED Touring Company is not responsible for any damage to vehicles parked at the pick-up location, on the day of or the day following the wine tour.

8. \_\_\_\_\_ Please Initial, if you agree to allow any photos to be taken during the UNCORKED Touring Company tour. Photos may be posted to the website and to social media posts.

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 (month, day, year)