

Release and Waiver of Liability Agreement
Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement
("Agreement")

IN CONSIDERATION of being permitted to participate in a tour conducted by SALEM FOOD TOURS ("Activity") I, for myself, my spouse, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Alcohol Consumption Activities (defines 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.

FULLY UNDERSTAND that: (a) ALCOHOL CONSUMPTION ACTIVITIES INVOLVE RISKS AND DANGERS SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISK"); (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.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SALEM FOOD TOURS, its officers, directors and members, SALEM FOOD TOURS tour sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (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.

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.

ACKNOWLEDGE AND UNDERSTAND DRINKING AND DRIVING IS DANGEROUS to my safety and the safety of others. I further acknowledge that; I am fully responsible for transportation to my ultimate destination following the tour. 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.

AGREE AND ACKNOWLEDGE that SALEM FOOD TOURS HAS THE RIGHT TO REMOVE ME FROM THE TOUR and prevent my further participation in the activities if my conduct is disorderly or interferes with others' enjoyment of the tour.

I AM 21 YEARS OR OLDER, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I 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 FOLLOWED 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.