

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Waiver and Release of Liability (hereinafter, the "Agreement") is being entered into in consideration of, and for the benefit for, participation in the events offered by Beyond the Plate Food Tours (hereinafter, "BTP"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, by I, the undersigned, on behalf of myself and those in my party (hereinafter individually and collectively referred to as the "Participant"). I, the Participant, hereby acknowledge, represent, warrant and agree as follows, with the knowledge that BTP will rely on the warranties and obligations contained herein:

- Participant understands that BTP is only a facilitator of the tour and does not vend or provide any food, alcohol, transportation or other services or items.
- **Voluntary Participation.** Participant understands and confirms that participation in any event or tour offered by BTP (hereinafter, the "Events") is fully voluntary. Participant hereby warrants that he or she or they is/are in good health and suffers from no physical or mental condition that would create an unreasonable and/or foreseeable risk of harm to himself or herself, or to any other participant of the Events.
- **Comprehension and Assumption of Risk.** Participant understands and acknowledges that there are potential risks involved related to participation in the Events. Participant hereby assumes all risks, known and unknown, foreseeable and unforeseeable, in any way connected with Participant's participation in the Events. Participant accepts full responsibility for any liability, injury, loss, damage or death in any way connected with their participation in the Events. Participant acknowledges that participation in the Events is at Participant's sole risk.
- Participant assumes the risks associated with traveling to and from location(s) to be visited during the Events. Participant assumes the risk of any and all dangers presented on and in the street, sidewalk, or other areas, including but not limited to any and all traffic, cobblestone streets, icy conditions, and other pedestrian hazards.
- **Consumption of Alcohol.** Participants twenty-one (21) years of age and older understand that they are able to drink alcohol during designated stops on the Events, should they choose to do so and wholly at their own discretion. Any alcohol consumed outside of these designated locations during the tour is absolutely prohibited. Alcohol consumption shall be at Participant's own discretion, risk and liability. Participant will be required to produce government-issued photo identification prior to the commencement of the Events if he or she wishes to partake in any alcohol during the Events. BTP reserves the right to excuse any Participant from the Events if said Participant becomes inebriated and misbehaves or has the potential to cause harm to him or herself or any other person or persons. If a Participant is excused from the Events pursuant to this paragraph, it shall be without any sort of reimbursement from or liability of BTP. All

Participants hereby assume all risk involved with the consumption of alcohol and unconditionally hold BTP harmless. Consumption of alcohol is reserved exclusively for the locations in which they are served.

- **Release of Claims.** Participant hereby releases BTP from any and all liability or claims which may arise from participation in the Events. This paragraph shall be inclusive of, but not limited to, any injury or death resulting from exposure to food or beverage allergies, food borne illnesses, theft of or damage to Participant, Participant's property, transportation or commute, as well as any exposure to adverse weather conditions, or choking. Participant, on behalf of Participant and Participant's successors, designees, agents or assigns, hereby forever and unconditionally releases BTP, its owners, officers, employees, agents, successors in interest and insurers (hereinafter referred to as the "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses, including, without limitation, attorney's fees, in any way arising out of, or resulting from, Participant's participation in the Events. Participant further acknowledges that BTP is in no way liable for any injury to resulting from Participant's own conduct or behavior.
- **Medical Expenses and Consent to Medical Treatment.** Participant hereby accepts full financial responsibility for any personal medical expenses or treatment which may result from participation in the Events, and hereby releases BTP in full from any potential claim for such medical expenses. Further, Participant hereby authorizes BTP to provide Participant with medical treatment, whether resulting from an emergency or otherwise, and hereby releases BTP from any and all actions in tort for the provision of such medical attention. Nothing in this paragraph shall be construed to create an actual or implied duty upon BTP to provide or seek such medical treatment for Participant.
- **Indemnification.** Participant agrees to pay any and all costs, fees, expenses and charges arising from any act or conduct of Participant that results in damage or injury to any person, including, but not limited to, any third party participant of the Events or employee of BTP. Participant further agrees to indemnify and hold BTP harmless from and against any such act or conduct which results in damages of any kind.
- **Promotional Release.** Participant hereby grants BTP a worldwide, royalty-free irrevocable license to use Participant's photographic, video, or digital likeness for promotional, educational, and/or commercial purposes. This Paragraph shall, however, be limited to pictures, videos and descriptions of events which are captured in the course of the Events, or within a reasonable time thereof. Participant can opt out from providing permission for the Promotional Release discussed herein by providing notice, in writing, to BTP.
- Participant acknowledges that he or she has carefully read this Agreement and submits to all of the foregoing provisions before attending an Event. Further, Participant

acknowledges that he or she enters into this Agreement under his or her own volition. Participant acknowledges that he or she is giving up substantial rights by agreeing to the provisions of this Agreement. If Participant is under the age of eighteen (18) years old, it is hereby acknowledged that Participant's parent or legal guardian has read and consented to the terms of this Agreement.

I understand that this is a legal document. Upon booking and marking below that I have read this waiver, I am giving up my right to sue or otherwise make claims against BTP as defined herein and limiting my recovery for any allowable claims.

Without this Waiver and Assumption of Risk, BTP will not allow me to participate in this Tour. If I have received or had the opportunity to review this waiver and I am participating, it shall be taken as my acceptance of all the terms of this agreement unless otherwise prohibited by law.

COVID-19 WAIVER

By reading this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and any minor I am responsible for may be exposed to or infected by COVID-19 by attending Beyond the Plate Food Tours (“BTP”) activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a BTP tour may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BTP employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at BTP activities or participation in BTP programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless BTP, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BTP, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BTP program, tour or activity.

I agree to abide by any and all local, state, and/or federal laws with regards to COVID-19, including but not limited to wearing a mask at all required and necessary times, such as, but not limited to, when walking from establishment to establishment.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

PARTICIPANT _____

Signature _____

Date _____