

BREWERY TOUR: AGREEMENT OF RELEASE & WAIVER OF LIABILITY



**THIS IS A LEGALLY BINDING DOCUMENT.
PLEASE READ CAREFULLY BEFORE PARTICIPATING IN THE TOUR.**

By participating in the brewery tour (“Tour”) offered by Footprint Earth Foundation, a Minnesota Nonprofit Corporation (“FOOTPRINT”), I agree to be bound by each of the following provisions of this Agreement of Release and Waiver of Liability (“Agreement”).

1. Assumption of Risk. I expressly assume and accept all risks, hazards, and dangers associated with the Tour. I voluntarily accept full responsibility for any losses and/or damages related to the Tour, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of FOOTPRINT, or by any other person, including myself. I will follow all directions given to me during the Tour by Staff (defined below) or representatives of the breweries which are included on the Tour.

2. Consumption of Alcohol. I understand that the Tour may involve the consumption of alcohol before, during and/or after the Tour by me or other participants; however, I understand that I am not required to consume alcohol to participate in the Tour. FOOTPRINT will check identification at the beginning of every tour. I represent and warrant to FOOTPRINT that I am over the legal drinking age of 21. If I am not over the legal drinking age of 21, I understand that I will not be allowed on the bus and my ticket will not be refunded. I understand and acknowledge the potential risks associated with consuming alcohol and I choose to voluntarily participate. I understand that it is my responsibility to not become intoxicated while participating in the Tour and in the event that I do become intoxicated, FOOTPRINT is not responsible for any harm that comes to me or others. I assume and accept full responsibility for any liability associated with my intoxication, during or after the Tour. I acknowledge that FOOTPRINT assumes no liability for injuries that may occur to me or others, and no liability for any civil or criminal violation or damages that may be assessed against me as a result of my being intoxicated before, during or after the Tour.

3. Risk of Tour. I understand and acknowledge that I may be exposed to dangers and risks inherent in touring and using transportation. I understand that the Tour may involve inherent risks including, but not limited to, falling, slipping, or tripping; getting in and out of vehicles; walking on unfamiliar stairways, passageways, driveways and other areas; and crossing public streets. I understand that I am to remain seated while the bus is moving, as standing and walking on the bus not permitted when it is in motion. I voluntarily assume full responsibility for the risks of touring. I agree to fully abide by any and all procedures, protocols, or other instructions provided by FOOTPRINT in participating in such activities. I understand that refusing to adhere to FOOTPRINT’s instructions or participating in inappropriate behavior will result in immediate termination of the tour, and all deposits and fees paid by me will be forfeited.

4. Waiver of All Claims and Release of Liability. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS FOOTPRINT EARTH FOUNDATION, its owners, agents, officers, employees, representatives, affiliates, or similar persons, (collectively “Staff”) from and against any and all liabilities, claims, demands, damages, actions, and causes of action whatsoever, including negligence in any form, whether now or hereafter existing, arising from or related to my activities associated with FOOTPRINT including, but not limited to, any loss, damage, or injury, including personal loss or damage, personal injury, illness, or death that may be sustained by any individual or any property.

5. Indemnification. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Staff and FOOTPRINT from and against all claims, demands, liabilities, loss, or damage that may be suffered, whether for injuries to persons or loss of life or damage to property, including attorney’s fees and any costs arising out of the requested Tour transportation.

6. **Medical Declarations.** I represent that I am in good health and I do not have a physical or mental condition that would impact my participation on the Tour. I acknowledge that I am obligated to disclose any medical conditions or medications that could cause me to be a danger to others or myself. I authorize FOOTPRINT to act on my behalf if medical treatment is necessary by providing medical assistance, transportation, and emergency medical services; however my consent does not impose a duty upon FOOTPRINT to provide this aid.

7. **Accident Coverage.** I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating in the Tour and while transporting myself to and from the tour; accident and health coverage is not provided by FOOTPRINT.

8. **Illegal Activity.** I understand and acknowledge that illegal activity, disorderly conduct, and inappropriate behavior is not permitted on the Tour. FOOTPRINT reserves the right to terminate my involvement in the tour immediately, regardless of the location, in the event that FOOTPRINT Staff suspects or deems me to be participating in any illegal activity, disorderly conduct, or inappropriate behavior. Upon termination, I agree that all deposits and fees paid by me will be forfeited. I acknowledge that this Agreement releases FOOTPRINT from any liability at the time of termination.

9. **Right of Publicity License.** I agree to grant FOOTPRINT a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, marketing, or other commercial purposes.

10. **Damage.** I understand that I shall be fully responsible and pay for any damage incurred as a result of myself or my actions related to or resulting in damage to the vehicle, tour venues, or FOOTPRINT's property, including a \$350 cleanup fee for bodily fluids on the bus.

11. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable.

12. **Acknowledgment.** In consideration of the requested Tour and transportation being provided to me, which I acknowledge as being sufficient legal consideration to support this Agreement, I agree to the foregoing provisions in this Agreement. I understand and intend this Agreement to be binding upon me and my heirs, personal representatives, executors, assigns, and successors in interest. This Waiver and Release shall be governed and interpreted by the laws of the State of Minnesota.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have carefully read the foregoing Agreement, know and understand the contents thereof, and sign this Agreement as my own free act and acknowledge that I am under no inducement to participate; no oral representations, statement, or inducements, apart from the foregoing written agreement have been made, and I am at least twenty-one (21) years of age and fully competent.

PARTICIPANT NAME: _____ Date of Birth: _____ / _____ / _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Name/Phone of Emergency Contact: _____

SIGNATURE: _____ Date Signed: _____ / _____ / _____

ACKNOWLEDGMENT OF RECEIPT

Footprint Earth Foundation _____ (INITIALS OF AUTHORIZED STAFF) ID CHECKED: ___ YES ___ NO