

BREWS CRUISETM - GREENVILLE: WAIVER AND RELEASE

In consideration for the services of Upstate Tour Adventures, LLC d/b/a/ Brews CruiseTM - Greenville (“Operator”), each person signing below (“Participant”) acknowledges and agrees as follows:

1. To assume and accept all risks arising out of, associated with or related to any and all activities in any way related to participation in events or services provided, arranged, organized, conducted, sponsored, authorized or allowed by Operator, whether such activities take place entering, exiting or while a passenger on the Brews CruiseTM van and/or bus, or any other arranged transportation, inside or outside of the premises of any brewery, restaurant, pub or tavern, or on any other property on which all or part of the Brews CruiseTM tour takes place. Participant acknowledges and voluntarily assumes the risks of illness, injury and death associated with these activities, inherent or otherwise. These risks include but are not limited to: A) impairment, intoxication and/or alcohol poisoning from the alcohol consumed whether voluntarily or through coercion; B) the possibility of bodily injury, including dental damages from falling down, being knocked down or being involved in a physical confrontation, whether caused by Participant or someone else; C) injuries, death or property damage associated with traveling to any destination after the Brews CruiseTM, especially the risks involved in operating a motorized vehicle after consuming alcohol.
2. To be solely responsible for any injury, loss or damage which Participant might sustain, even though injury, loss or damage may have been caused by negligence of Operator. Participant agrees to follow all instructions given by the Operator’s staff. Participant understands that accidents and injuries can occur even if instructions are followed. Participant may be removed from any tour within the discretion of the Operator.
3. To release the Operator, its staff, owners, directors, volunteers, independent contractors, representatives, Brews CruiseTM, Inc. and owners of the property on which the Brews CruiseTM is conducted (“Released Parties”) from any and all liability for any loss, damage, expense or injury, including death, that Participant may suffer from Participant’s presence on the Brews CruiseTM. This release extends to claims arising from any cause whatsoever, including but not limited to negligence of a Released Party, breach of contract, products liability or breach of a duty to protect Participant from risks or hazards of the Brews CruiseTM activity, excepting Operator’s gross negligence or intentionally wrongful conduct.
4. To hold harmless and indemnify (that is, defend and pay, including costs and attorney fees) the Released Parties and each of them from liability for any claim, including damage to property or personal injury or death, of Participant and/or any third party (including family members and co-participants), arising from or in any way related to Participant’s presence on the Brews CruiseTM or participation in the Brew CruiseTM activities.
5. To accept responsibility for all expenses that may be incurred for any illness or injury that may result from Participant’s presence on the Brews CruiseTM or participation in the Brews CruiseTM activities.

Participant agrees that the substantive laws of the state of South Carolina (but not those laws which may apply the laws of another jurisdiction) shall govern this agreement and that the courts with jurisdiction in Greenville County shall have jurisdiction in any dispute that may arise between the Participant and the Operator. Participant hereby waives the right to trial by jury.

Should any part of this agreement be determined to be invalid by a court with proper jurisdiction, all other portions of this agreement shall nevertheless remain valid and in full force and effect.

Participant has read and fully understands this agreement. Participant is aware that by signing this agreement Participant is waiving rights Participant or Participant's heirs, next of kin, executors, administrators, assigns or representative may have.

SIGNATURE OF PARTICIPANT

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