

RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of a ticketed or private bar tour organized by Booze Brothers Tours LLC, of 1500 Chestnut st suite 2 #3144, Philadelphia, Pennsylvania, 19102 and/or use of the property, facilities and services of Booze Brothers Tours LLC, I, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Booze Brothers Tours LLC, or the employees, representatives or agents of Booze Brothers Tours LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Booze Brothers Tours LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Booze Brothers Tours LLC, whether caused by the fault of myself, my family, Booze Brothers Tours LLC or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Booze Brothers Tours LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Booze Brothers Tours LLC.

4. FEES. I agree to pay for all damages to the facilities of Booze Brothers Tours LLC caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Booze Brothers Tours LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. AGE VERIFICATION. I am over the age of 21.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

PHOTO RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant Booze Brothers Tours LLC permission to use my likeness in a photograph in any and all of its publications, including but not limited to all of Booze Brothers Tours LLC's printed and digital publications. I understand and agree that any photograph using my likeness will become property of Booze Brothers Tours LLC and will not be returned.

I acknowledge that since my participation with Booze Brothers Tours LLC is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Booze Brothers Tours LLC to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Booze Brothers Tours LLC's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Booze Brothers Tours LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.