

ILLIANA BREW BUS CO. AGREEMENT OF
RELEASE & WAIVER OF LIABILITY
(CAUTION) THESE TERMS ARE LEGALLY
BINDING.

PLEASE READ AND REVIEW CAREFULLY
BEFORE ACCEPTING

THE TERMS AND CONDITIONS.

1. Assumption of Risk. I understand that ILLIANA BREW BUS CO. (IBB) is acting solely as an agent in arranging tours, transportation, venues, and other related services (“Tour”) and does not assume liability for accidents, delays, injuries, loss of damage due to any act or default by you, IBB, or any brewery or company that the Tour visits. I acknowledge that my participation in the Tour provided by IBB is voluntary and at my own risk. I understand that I voluntarily ASSUME FULL RESPONSIBILITY for any risk of loss, personal injury, including death, that may be sustained by me and any loss or damage to property owned by me, as a result of participation in the Tour, whether caused by the negligence of the IBB Staff (as defined in Section 4) or otherwise, to the fullest extent allowed by law.

2. Consumption of Alcohol. I acknowledge that the Tour may involve the consumption of alcohol. I represent and warrant to IBB that I am over the legal drinking age of twenty-one (21). I fully understand that there may be consumption of alcohol before, during and/or after the Tour and at brewery/restaurant visits along the Tour either by me or other participants on the Tour. I understand and acknowledge the potential risks and dangers associated with the consumption of alcohol. I am aware that this activity includes the risk of injury and even death, and I hereby elect to voluntarily participate, knowing that it may be hazardous to my property and me. I understand that IBB does not

require me to consume alcohol to participate in the Tour. I also acknowledge that it is my responsibility NOT TO BECOME INTOXICATED during the Tour, and that IBB is not responsible if I become intoxicated. I take full responsibility for any liability associated with my intoxication, during or after the Tour. I acknowledge that IBB 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 the Tour may involve walking on unfamiliar corridors, gangways, stairways and driveways, getting in and out of IBB vehicles, and crossing busy public streets. I hereby accept any risk of tripping, slipping, and falling, slipping before, during, or after a Tour. I understand I am to remain seated when on the bus. Any standing, walking, or dancing while on an IBB vehicle is not permitted and is done at my own risk. With this knowledge, I voluntarily assume full responsibility for the risks of touring under the influence of alcohol and for my behavior, well-being and health during the Tour. I agree not to hold IBB, its Staff, or the hosting brewery/restaurant/facility liable in any way should any harm come to me.

4. Waiver of Claims and Release of Liability. I AGREE to WAIVE ANY AND ALL CLAIMS I MAY HAVE NOW OR IN THE FUTURE, RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE ILLIANA BREW BUS CO., its members, agents, representatives, employees or Tour guides (collectively referred to as "Staff") for any death, personal injury, property damage, or loss sustained by me as a result of participation in the Tour or while traveling to and from the Tour due to any cause whatsoever, including without limitation, negligent behavior on the part of IBB, its Staff, Tour partners,

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or other participants. I further agree that if I violate this Agreement and attempt to bring suit against any parties named herein, that lawsuit must be brought in Lake County, Indiana and under the laws of Indiana. I agree that I will also be held responsible for attorney's fees and costs incurred by any party, including IBB, to defend such an action.

5. Indemnification. I AGREE TO INDEMNIFY AND HOLD HARMLESS IBB from any loss, liability, damage, or costs, including court costs and attorneys' fees IBB may incur due to my participation in the Tour, even if caused by negligence of IBB, to the fullest extent allowed by law.

6. Medical Declarations. I represent that (1) I do not have, or am not aware of, any medical condition(s) including pregnancy, that may impact my participation on this Tour; and (2) I do not take any medications that would result in any injury or damage to me or any other person(s) as a result of participating on this Tour including consumption of alcohol. I understand that it is my obligation to disclose to IBB any medical conditions, including pregnancy, and any medications that would result in any injury or damage to me or any other person(s) as a result of my consumption of alcohol.

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 IBB.

8. Illegal Activity. I agree that if Staff finds or suspects that I am participating in any illegal activity, disorderly conduct, or

verbal/physical abuse during a Tour, IBB reserves the right to terminate my participation on the Tour immediately. I acknowledge that IBB has the right to terminate my service regardless of location without return to point of pick up. Upon termination of service, I agree that I am liable for the entire balance of the price of the Tour. I acknowledge that this Agreement releases IBB from any liability at the time of termination.

9. Right of Publicity License. I agree to grant ILLIANA BREW BUS CO., (IBB) 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 any damage occurred as a result of me or my actions related to or resulting in damage to the vehicle or IBB's property will be subject to additional payment due within ten (10) days of the incident and/or loss of deposit. Throwing up in an IBB vehicle requires a Two- Hundred Dollars (\$200.00) clean up fee, which shall be paid by me within ten (10) days of the incident.

11. Acknowledgment. I understand that the permission to participate on the Tour is being given to me in exchange for the execution of this Release and Waiver of Liability Agreement. I understand this is a release of liability, which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death, or property damages against IBB.

BY CLICKING “THE TERMS AND CONDITIONS” I ACKNOWLEDGE AND REPRESENT THAT I have read, understand and agree to all terms contained in this Release and Waiver of Liability Agreement. I represent that my participation is voluntarily and I am at least twenty-one (21) years of age and competent to sign this Agreement. I acknowledge that I am executing this Agreement by my own free will and under no inducement to participate and that I will abide and obey safety precautions as listed in writing or explained orally by IBB. I also agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.