

AGREEMENT OF RELEASE & WAIVER OF LIABILITY

By participating in the Tour (as defined below) offered by ABQ BEER TOURS, LLC, a New Mexico limited liability company (“ABT”), the undersigned (“Customer”) agrees to be bound by each of the following provisions of this Agreement of Release and Waiver of Liability (the “Release & Waiver”).

1. Services. Customer hereby engages ABT, and ABT hereby accepts such engagement, to provide Customer a brewery tour (the “Tour”) which may include venues communicated to Customer, provided, however, venues are subject to change.
2. Assumption of Risk. CUSTOMER expressly assumes and accept all risks, and voluntarily accepts 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 ABT, or by any other person, including CUSTOMER.
3. Consumption of Alcohol. CUSTOMER understands that the Tour may involve the consumption of alcohol before, during and/or after by CUSTOMER or other participants; however, CUSTOMER understands that CUSTOMER is not required to consume alcohol to participate. ABT may check identification at the beginning of every Tour. CUSTOMER represents and warrants to ABT that CUSTOMER is over the legal drinking age of 21. If CUSTOMER is not over the legal drinking age of 21, CUSTOMER understands that CUSTOMER may not be allowed on any ABT vehicle and any fees paid to ABT will not be refunded. CUSTOMER understands and acknowledges the potential risks associated with consuming alcohol and CUSTOMER chooses to voluntarily participate in the Tour. CUSTOMER understands that it is CUSTOMER’s responsibility to not become intoxicated while participating and if CUSTOMER does become intoxicated, ABT is not responsible for any resulting harm comes to CUSTOMER or others. CUSTOMER assumes and accepts full responsibility for any liability associated with CUSTOMER’s intoxication, during or after the Tour. CUSTOMER acknowledges that ABT assumes no liability for injuries or any civil or criminal violation or damages that may be assessed or attributed to CUSTOMER or others as a result of CUSTOMER intoxication before, during or after the Tour.
4. Risk of Tour. CUSTOMER understands and acknowledges that CUSTOMER may be exposed to dangers and risks inherent in the Tour including, but not limited to, exposure to and illness from infectious diseases, falling, slipping, or tripping; getting in and out of vehicles; walking on unfamiliar stairways, passageways, driveways, and other areas; and crossing public streets. CUSTOMER understands that CUSTOMER is to remain seated while the vehicle is moving, as standing, and walking on the vehicle is not permitted when it is in motion. CUSTOMER voluntarily assumes full responsibility for the risks inherent to the Tour. CUSTOMER agrees to fully abide by any and all procedures, protocols, or other instructions provided by ABT or Tour venues in participating in such activities.
5. Waiver And Release. CUSTOMER HEREBY VOLUNTARILY RELEASES, FOREVER DISCHARGES, AND AGREES TO HOLDS HARMLESS INDEMNIFY AND DEFEND ABT, its owners, agents, officers, employees, representatives, affiliates, or similar persons, (collectively “Staff”) from and against any and all liabilities, claims, demands, damages, actions, expenses (including, without limitation, reasonable attorney’s fees) and causes of action whatsoever, including negligence in any form, whether now or hereafter existing, arising from or related to its activities associated with ABT 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.
6. Accident Coverage. CUSTOMER acknowledges that it is CUSTOMER’s responsibility to provide for its own accident and health coverage while participating in the Tour; accident and health coverage is not provided by ABT.
7. Inappropriate Behavior. CUSTOMER understands and acknowledge that if CUSTOMER arrives in an intoxicated condition to the Tour, ABT may terminate the Tour pursuant to Paragraph 9 of the Agreement. CUSTOMER further understands and acknowledges that ABT reserves the right to terminate the Tour, regardless of the location if in its

reasonable discretion it believes CUSTOMER has or could engage in any illegal activity, disorderly conduct, or inappropriate behavior.

8. Damage. CUSTOMER understands that CUSTOMER shall be fully responsible and pay for any damage incurred as a result of its actions related to or resulting in damage to ABT's vehicle(s), Tour venues, or ABT property. CUSTOMER agrees that under no circumstances shall ABT be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever.

9. Cancellation Policy and Termination. In an event of cancellation all payments made are non-refundable. In the event that the date of the Tour changes, one date change will be allowed, and will be subject to current availability. ABT reserves the right to terminate this Agreement at any time if CUSTOMER is refusing to adhere to ABT instruction's or engaging in inappropriate behavior.

10. Photographic Release: The Customer agrees that ABT will have the right to publicize any and all photographs, images, videos, and audio in connection with providing Tour, including those showing or depicting CUSTOMER. ABT may use any photographic images, videos, and audio in any reasonable manner ABT deems to advance the goals of ABT with no right of royalties or compensation.

11. Miscellaneous.

11.1. Notices. Any notice under this Agreement shall be given in writing and delivered by e-mail or certified mail to the respective party's address on page 1 or as may be updated from time-to-time through written notice.

11.2. Severability. If any paragraph, term or provision of this Agreement shall be held or determined to be unenforceable, the balance of this Agreement shall nevertheless continue in full force and effect, unaffected by such holding or determination. In addition, in any such event, the parties agree that it is their intention and agreement that any such paragraph, term or provision which is held or determined to be unenforceable, as written, shall none the less be in force and binding to the fullest extent permitted by law as though such section, term or provision had been written in such a manner and to such an extent as to be enforceable under the circumstances.

11.3. Entire Agreement; Modification. This Agreement, including its Exhibits, is the entire and integrated Agreement of the parties with respect to the subject matter hereof. All prior and contemporaneous understandings and agreements of the parties relating to the subject matter hereof have been merged into this Agreement. No modifications, changes or alterations of this Agreement shall be binding upon any party hereto unless the same shall be in writing signed by such party.

11.4. No Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

11.5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of ABT and its successors and assigns. Neither party may assign, in whole or in part, its obligations under this Agreement.

11.6. Choice of Law; Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the United States of America and of the State of New Mexico, without giving effect to its choice of law rules. The Parties hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts sitting in Albuquerque, New Mexico for the purpose of awarding a decision arising from any and all disputes, claims and controversies arising out of and relating to this Agreement.