

RELEASE AND WAIVER OF LIABILITY AGREEMENT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in a tour conducted by SIPS CAPE COD /SIPPING SAFARIS LLC ("Activity") I, for myself, my spouse, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Alcohol Consumption Activities (defined as any activity in which an individual tastes, consumes, or buys alcohol while on a tour) and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) ALCOHOL CONSUMPTION ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by factors including, but not limited to: my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SIPS CAPE COD/SIPPING SAFARIS LLC, its officers, directors and members, SIPS CAPE COD/SIPPING SAFARIS LLC sponsors, SIPS CAPE COD/SIPPING SAFARIS LLC administrators, agents, officers, members, volunteers, contractors and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY TO MYSELF, MY PROPERTY, OTHERS, OR OTHERS' PROPERTY, EVEN INJURY RESULTING IN DEATH, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATIONS, OF THE RELEASEES OR OTHERWISE WHILE I AM PARTICIPATING IN THE ACTIVITY.
4. AGREE that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, anyone on my behalf, or *anyone harmed by my actions* makes a claim against any of the RELEASEES I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
5. ACKNOWLEDGE AND UNDERSTAND DRINKING AND DRIVING IS DANGEROUS to my safety and the safety of others. I further acknowledge that, if necessary, I will take advantage of SIPS CAPE COD/ SIPPING SAFARIS LLC service to provide transportation to and from designated areas of pick up or arrange for my own transportation to my ultimate destination. I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY INJURY I incur or cause to occur to others as a result of my failure to take caution while operating a vehicle after participating in the Activity.
6. AGREE AND ACKNOWLEDGE that SIPS CAPE COD/SIPPING SAFARIS LLC HAS THE RIGHT TO REMOVE ME FROM THE TOUR and prevent my further participation in the activities if my conduct is disorderly or interferes with others' enjoyment of the tour. All incurred cost for private transportation is my responsibility and will be charged to credit card on file. Police may be notified at the determination of SIPS CAPE COD/SIPPING SAFARIS LLC if safe transportation can not be secured.

I AM 21 YEARS OR OLDER, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY MASSACHUSETTS LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PHOTO RELEASE

I HEREBY GRANT PERMISSION FOR MY PICTURE TO BE USED BY SIPS CAPE COD, SIPPING SAFARIS LLC, partners of Sips CAPE COD/SIPPING SAFARIS LLC, and/or the media for uses included but not limited to programming, media, or promotional purposes. This is a complete release to SIPS CAPE COD/SIPPING SAFARIS LLC of all claims, whether legal or equitable, in connection with said photos.

If you would like to LIMIT THE TERMS OF THIS RELEASE, please check one of the following boxes:

- I WOULD LIKE TO BE NOTIFIED if and when my photos will be used. I DO NOT want to release my photos.

Participant

PARTICIPANT'S NAME (PRINTED): _____ DATE: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS (OPTIONAL): _____
(Street) (City) (State) (Zip)

PHONE (OPTIONAL): _____ EMAIL (OPTIONAL): _____