

# WAIVER AND RELEASE OF LIABILITY

## MADISON EATS FOOD TOURS, L.L.C.

By purchasing tickets for and participating in the food tours and/or culinary vacations (collectively "Tours") offered by Madison Eats Food Tours, L.L.C. (the "Company"), and in consideration for my being allowed to participate in the Tours, the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights ("Waiver"):

- 1. Voluntary Participation.** I understand and confirm that my participation in the Tours is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Tours. I do not have a food allergy that is life-threatening.
- 2. Comprehension of Risk.** I fully comprehend and accept all of the risks associated with my participation in the Tours including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, disease of any kind, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, bicycles, and pedestrians. I understand that the Tours take place in public venues under conditions largely beyond Company's control.
- 3. Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Tours. I accept personal responsibility for any liability, injury, illness, loss, or damage in any way connected with my participation in the Tours.
- 4. Release of Liability; Limitation of Damages.** I hereby forever and unconditionally release Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Tours, including, without limitation, any and all Claims resulting from the negligence of the Released Entities.
- 5. Indemnification.** I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Tours.
- 6. Binding Effect.** This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of Company, its successors and assigns.
- 7. Consent to Medical Treatment.** I authorize Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Company to provide such assistance, transportation, or services.



## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Madison Eats Food Tours, LLC (“MEFT”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you any minor you are responsible for will not become infected with COVID-19. Further, attending MEFT activities could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and any minor I am responsible for may be exposed to or infected by COVID-19 by attending MEFT activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at MEFT may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MEFT employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at MEFT activities or participation in MEFT programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MEFT, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MEFT, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MEFT program, tour or activity.

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Signature of Parent/Guardian

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Date

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Print Name of Parent/Guardian

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Name of MEFT Participant(s)