

Vallarta Eats Food Tours
Mexican Beer Experience
**AGREEMENT OF RELEASE & WAIVER
OF LIABILITY**
**THIS IS A LEGALLY BINDING
DOCUMENT.**
**PLEASE READ CAREFULLY BEFORE
JOINING THE TOUR.**

Name: _____

Email: _____

Phone: _____

Name/Phone of Emergency Contact:

1. Assumption of Risk. I understand that Vallarta Eats Food (VEFT) is acting solely as an agent in arranging tours, transportation, venues, and other services and does not assume liability for accidents, delays, injuries, loss or damage due to any act or default by you, VEFT, or any company that the tour visits. I acknowledge my participation in the Tour provided by VEFT is voluntarily 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 Staff (as defined in section 4) or otherwise, to the fullest extent allowed by law.

2. Consumption of Alcohol. I acknowledge the Tour involves the consumption of alcohol. I represent and warrant to VEFT that I am over the legal drinking age of 18. I fully understand that there will 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 VEFT 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 VEFT 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 VEFT 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 involves walking on uneven streets and surfaces. I hereby accept

any risk of tripping, slipping, and falling, slipping before, during, or after a Tour. I understand I am to follow the directions of the Tour Guide. 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 VEFT, 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 VALLARTA EATS FOOD TOURS (VEFT), 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, negligence on the part of VEFT, its Staff, tour partners, 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 the State of Jalisco, Mexico and under the laws of Jalisco, Mexico. I agree that I will also be held responsible for attorney’s fees and costs incurred by any party, including VEFT, in defending such action.

5. Indemnification. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Staff from any loss, liability,

damage, or costs, including court costs and attorneys' fees that Staff may incur due to my participation in the Tour, whether caused by negligence of Staff or otherwise, 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 VEFT 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 VEFT.

8. Illegal Activity. I agree that if VEFT Staff finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during a Tour, VEFT reserves the right to terminate my participation on the Tour immediately. I acknowledge that VEFT 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 service. I acknowledge that this Agreement releases VEFT from any liability at the time of termination.

9. Right of Publicity License. I agree to grant Vallarta Eats Food Tours (VEFT) a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, marketing, or other commercial purposes.

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.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand this Release and Waiver of Liability Agreement. I represent that my participation is voluntarily and I am at least eighteen (18) 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. I also agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

PARTICIPANT

Print name: _____

Signature: _____ Date

Signed: _____/_____/_____

ACKNOWLEDGMENT OF RECEIPT

Vallarta Eats Food Tours

_____ (INITIALS OF AUTHORIZED
STAFF)