

CRUSH ON NIAGARA INC. WAIVER

This document will affect your legal rights and liabilities. Please read carefully.

By participating in Crush on Niagara Tours, I acknowledge that I am partaking in a tour that includes transportation, alcohol and wine tastings, and related activities. I agree that to participate in any wine tastings, I must be least 19 years of age. I acknowledge that my participation in Crush On Niagara Wine Tours contains known, obvious, foreseeable and unforeseeable risks dangers, harms and injuries, including (but not limited to):

- Transportation in a motor vehicle;
- Intoxication or alcohol poisoning;
- Malfunctioning or misuse of equipment or objects;
- Travel to and from locations on tour;
- Property loss or damage;
- Rough or uneven terrain; and
- Unknown weather conditions.

For consideration of my participation in Crush on Niagara Wine Tours, I agree:

I will conduct myself in a manner that does not endanger myself, any other individual, or any real or personal property. I agree that I will be responsible for any and all damage caused by my negligence, including payment of a clean-up fee to Crush on Niagara Inc. in the amount of \$200, for any damage (including sickness) to the vehicle.

I am voluntarily participating in Crush on Niagara Wine Tours and I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in Crush on Niagara Wine Tours, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, temporary or permanent disability, economic loss, death, and/or property loss and damage. I understand that these injuries or outcomes may arise from my own or others' negligence. Nonetheless, I assume all risks associated with my participation in Crush on Niagara Wine Tours, both known or unknown to me.

I acknowledge that Crush on Niagara Inc. will not be responsible for any loss, theft or damage to my personal property, including my winery purchases, and I expressly waive any claim against Crush on Niagara Inc. in relation to such loss, theft or damage. I understand that any and all loss,

theft or damage to my personal property is at my sole risk and responsibility.

I hereby release Crush on Niagara Inc., its directors, officers, employees, agents, and any other individuals associated with Crush on Niagara Inc., from any and all liability for physical or psychological injury, pain, suffering, illness, temporary or permanent disability, economic loss, death, and/or property loss and damage that I may suffer as a result of my participation in the Crush on Niagara Wine Tours, whether caused by the negligence of Crush on Niagara Inc. or its officers, directors, employees, volunteers, agents, or otherwise. This release of liability includes, but is not limited to, any injury that occurs at one of the wine tour stops or during transportation to and from locations. I acknowledge and agree that I have carefully read this waiver and fully understand that it is a release of all liability against Crush on Niagara Inc.

I agree to indemnify and hold harmless Crush on Niagara Inc., its directors, officers, employees, agents, and any other individuals associated with Crush On Niagara Inc. against any and all claims, actions, demands, and/or costs that may be asserted by a third party against Crush on Niagara Inc. related to this Waiver or my participation in Crush on Niagara Wine Tours.

If any provision of this Waiver, or the application thereof, be deemed invalid or unenforceable, the remainder of this Waiver shall be unaffected and each remaining provision shall be valid and enforced to the fullest extent permitted by law. This Waiver and its application shall be construed and governed by the laws of the Province of Ontario.

I HAVE REVIEWED AND HAVE HAD THE TIME TO CONSIDER ALL OF THE RISKS ASSOCIATED WITH CRUSH ON NIAGARA TOURS. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THIS WAIVER AND THEY HAVE BEEN ANSWERED TO MY SATISFACTION. I HEREBY AGREE TO ALL TERMS OF THIS WAIVER. THIS WAIVER SHALL BE BINDING UPON MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND PERSONAL REPRESENTATIVES.

Date: _____	Print Participant Name: _____	Signature of Participant (or Representative if under the age of 18): _____
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