

Denver Microbrew Tour - ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

NOTE - IF YOU ARE UNDER 21 YEARS OF AGE YOU ARE NOT PERMITTED TO PARTICIPATE IN THIS TOUR SPONSORED BY DMT. SIGNING THIS IS AN ACKNOWLEDGEMENT THAT YOU ARE 21 YEARS OLD.

Name:	Age:
Emergency contact name:	Emergency contact number:

I, the undersigned participant, request voluntary participation for myself to participate in the **Denver Microbrew Tour** (the "Event") on _____ (date), facilitated by the Denver Microbrew Tour, LLC ("DMT"). I understand that the tour will visit approximately four brew pubs for approximately 2 hours in total, and I will be served beer samples from each. The tour, at my option, may include consumption of both food and alcohol provided by third party vendors or others. I understand that DMT is only a facilitator of the tour and does not vend or provide any food, alcohol, transportation or other services or items.

ASSUMPTION OF RISK

By signing below, I acknowledge and accept the risks and dangers of participating in the Tour I represent that to the best of my knowledge I have no medical, physical and/or emotional health condition which would hinder or prevent my active participation.

Also, I understand that there may not be rescue or medical facilities or expertise which may be necessary to deal with potential injuries to which I may be exposed including but not limited to any food or alcohol allergies I may have. It is my sole risk that I will have any allergic reaction to any food, alcohol or other service provided and it is my sole responsibility to investigate any food or alcohol served to me during the Event.

I understand that I will be walking or taking public transportation while on the Tour and that I assume the risk of any danger presented in the street or sidewalk including but not limited to traffic, icy conditions and other pedestrian hazards. I assume all risks going to or being delivered to the site of the Tour, walking or riding public transportation during the tour and transporting myself after the tour has ended.

I confirm that I have read the foregoing and VOLUNTARILY ASSUME ALL RISKS OF ANY AND ALL SUCH DAMAGES occurring in connection with the Tour.

INDEMNIFICATION

I agree I am financially responsible for any losses resulting from my actions and will indemnify Denver Microbrew Tour, LLC, and the officers, directors, employees and agents of each of them, for any loss or damage caused by myself, including any all legal fees incurred by Denver Microbrew Tour, LLC, by my actions or omissions during this Tour.

WAIVER AND RELEASE

I hereby agree for myself all of my family and heirs to RELEASE DMT and any of its employees, agents, leaders, instructors, guides, officers, directors, or representatives from liability, claims, demands, or any causes of action related to the Event.

In the event of any accident or injury or any kind and for any reason related to the Event, for which I cannot, by law, waive my right to bring and action, I agree to make any claim against only DMT and not to any individual owner, manager or agent associated with DMT. Furthermore, I agree to claim an amount no greater than the insurance coverage obtained by DMT for the Event and waive any claim I may have for damages other than actual damages.

I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury, or death results from negligence of DMT or any of its employees, agents, leaders, instructors, guides, officers, directors, members, participants or representatives.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE CLAIMS AGAINST DMT AS DEFINED HEREIN AND LIMITING MY RECOVERY FOR ANY ALLOWABLE CLAIMS.

Without this Waiver and Assumption of Risk, DMT will not allow me to participate in this Tour. If I have received or had the opportunity to review this waiver and I am participating, it shall be taken as my acceptance of all the terms of this agreement unless otherwise prohibited by law.

I HAVE READ THIS RELEASE AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT.

Printed Name (Please print legibly): _____

Signature: _____ **Date:** _____