



Waiver, Release and Indemnification

In consideration for being able to participate in the Literary Pub Crawl (the "Tour") on this date, I am signing this Waiver, Release and Indemnification with full understanding that it is a requirement and precondition to my participation.

I understand that the Tour includes travel on public streets and the use of facilities which contain hazards and risks, all of which I am hereby agreeing to assume. Without limiting the foregoing, I hereby expressly assume the following risks:

- A. The risks and all hazards associated with the use of public streets and presence in bars/taverns.
- B. The risks of intoxication and/or alcoholic poisoning from any alcohol I may consume during the Tour.
- C. The possibility of bodily injury (including broken bones and dental damage) resulting from falls or other injuries incurred during the Tour.
- D. All risks and hazards associated with the purchase and consumption by me of food and/or beverages from vendors during the Tour.

The Tour includes visits to several local bars and taverns in which I will have the opportunity to order, pay for and consume alcoholic beverages. I understand and agree that such activity is entirely at my own risk and cost. I further expressly acknowledge that I have been cautioned to refrain from consuming alcoholic beverages since such consumption may diminish my capacity to function and enjoy the Tour. Accordingly, I agree that the Tour guide shall have the right to instruct the tavern or bar not to serve alcoholic beverages to me if the Tour guide determines in his or her sole discretion that the consumption of such alcoholic beverages will impact on my capacities or otherwise diminish the value of the Tour to me or others.

I understand and agree that the Literary Pub Crawl, any partnering organization and all personnel associated with either, including their respective officers, directors, employees, and volunteers which includes the Tour guide (hereinafter collectively referred to as the "Indemnitees") shall not be responsible for and I hereby agree to indemnify, hold harmless and release all Indemnitees from any liability, injury, loss or damage (including bodily injury or property damage) which I may sustain or incur while participating in, or which otherwise relates to, the Tour regardless of whether any such is caused by negligence or other wrongful conduct of any of the Indemnitees. This indemnity includes all costs, including legal fees and expenses which an Indemnitee may incur in connection with any such matter.

I acknowledge that drinking alcoholic beverages impairs my ability to operate motor vehicles, that driving intoxicated is illegal and dangerous, and hereby agree to not operate a motor vehicle until at least 2 hours after my last alcoholic beverage. I further agree to indemnify, hold harmless and release all Indemnitees from any liability, injury, loss or damage (including bodily injury or property damage) which I may sustain or which may incur in the course of such operation.

I am hereby additionally signing a release form for the use of my image on any photo taken during the tour on our websites and other promotional materials.

I am signing this Release, Waiver and Indemnification of my own free will without coercion of any kind and with full understanding of its content and the legal impact of my signing this document.

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Signature

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