



WAIVER AND RELEASE FROM LIABILITY

In consideration of being permitted to participate in the wine/spirits/distillery/brewery tour ("Tour") or transportation services provided by Hill Country Detours LLC, d/b/a Hill Country Detours, a Texas limited liability company ("Company"), I acknowledge and agree as follows:

1. I understand that I am voluntarily participating in the wine tour or transportation services at my own risk and I believe that I am in appropriate health and physical condition. I acknowledge that I am of legal drinking age (21 years or older) to participate in the Tours. I am voluntarily participating in these activities with knowledge of any potential danger involved and hereby agree to accept any and all risks of injury and death and disclaim any liability against the Released Parties related to the consumption of alcohol.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Hill Country Detours, for injury, loss or damage arising out of my or my family's use of or presence upon the vehicle of Hill Country Detours, whether caused by the fault of myself, my family, Hill Country Detours or other third parties.
3. I further agree to indemnify and hold harmless the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, or connected with, or in any way associated with, the Tour or transportation services.
4. In addition, the Released Parties are not responsible for any loss or theft to personal property brought to the tour or left at one of the stops along the Tour, and I release the Released Parties from any liability for such loss or theft.
5. I understand that I will be responsible for a \$250 clean up fee if my bodily fluids are left on the Hill Country Detours' van; as result of urine, blood, or vomit.
6. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.
7. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Hill Country Detours has offered to refund any fees I have paid to use its vehicle if I choose not to sign this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature

Printed Name

Date (month, day, year)