

Wine and Then Somm Tour Waiver Form



Last Name	
First Name	
Email	
Phone	
Tour Date	
Confirm you are age 19+	

We take photos of our tour groups and some are shared through our social media channels, website and printed materials. Please let us know if it's ok to share your picture!

Yes, I agree to having my photo taken and being used by Wine and Then Somm Wine Tours

No, I do not agree to having my photo taken or be used for Wine and Then Somm Wine Tours

Please read: Risk and Liability Waiver

IMPORTANT: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING. ALL PARTICIPANTS MUST BE 19 OR OLDER, AND BY SIGNING YOU ACKNOWLEDGE THAT YOU ARE 19 OR OLDER. PLEASE REVIEW ALL FIELDS

DISCLAIMER

Wine and Then Somm Wine Tours, and/or its proprietor, Dave Dixon, are not responsible for my death, injury, loss or damage of any kind however suffered by any person while participating in a Wine and Then Somm Wine Tours wine tour, tastings, transport, to and from therefrom any and all related activities.

DESCRIPTION OF RISKS

Wine and Then Somm Wine Tours may include transportation to and from wineries in the client's vehicle and tours of wineries with tastings of wine.

In consideration of my participation in the tours and related activities, I acknowledge that I am aware of the possible risks, dangers and hazards associated with the tours and related activities including the possible risk or severe fatal injury to myself or others.

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THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

Risks associated with travel to and from locations on the tour, including transport by private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;

Risks associated with visiting a winery including intoxication and/or alcohol poisoning caused or contributed to by any alcoholic beverages I consume either before or during the tours and related activities;

Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial, eye and/or dental injuries which might result from participation in the tours and related activities.;

Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;

Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc...;

Injuries resulting from walking on a hill, slipping and/or falling;

Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the releases;

Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu; death, injuries or illness resulting from failure to follow directions from those in charge of the tours and related activities, and, the risks associated with returning to my residence after participating in the tours and related activities.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for allowing me to participate in the tours and related activities, I agree:

1. To assume and accept all risks rising out of/ associated with or related to my participation in the tours and related activities, even though some risks may be caused by the negligence of Wine and Then Somm Wine Tours.
2. To be solely responsible for any loss, injury or damage which I might sustain while participating in the tours and related activities, even though such an injury, loss or damage may be caused by the negligence of Wine and Then Somm Wine Tours.
3. To hold harmless and indemnify Wine and Then Somm Wine Tours from any and all liability for any damage to the personal property of, or personal injury to any third party resulting from my participation in the tours and related activities;
4. To hold harmless and indemnify and release Wine and Then Somm Wine Tours for liability from any and all claims, demands, actions and costs which might arise out of my participation in the tours and related activities, even though such claims, actions and costs may have been caused by the negligence of Wine and Then Somm Wine Tours.

MEDICAL CONDITIONS

I agree to advise the releases prior to the start of the tour of any existing medical conditions or injury

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OWNERSHIP OF ACTIONS

I accept responsibility of my own actions while participating in a Wine and Then Somm Wine Tours wine tour. I will behave respectfully while partaking in tastings, transport, to and from therefrom any and all related activities (hereinafter referred to as “the Tours and Related Activities”).

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily, that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, and that I therefore understand that this agreement will be a complete bar to any claim or action (i.e, lawsuit) that I may seek to bring against Wine and Then Somm Wine Tours for compensation or damages for any loss, injury, illness or death howsoever caused while participating in the tours and related activities.

I have read and accept the waiver terms

Sign _____

Print and sign or use text for digital signature

