

Ticket purchase and participation in the walking, talking and tasting provided by Gainesville Food Tour, LLC (the "Company", referred to as GFT further in this waiver), and having been allowed to purchase these tickets, and for any other good reason, the sufficiency of which is considered stipulated, the purchaser/tour participant (the "Participant") acknowledges, agrees, accepts and attests as follows, with the clear understanding that the Company considers this agreement as a bond:

1. Participant chooses to take part in the food tastings and walking tours provided by the Company (the "Tour").
2. Participant is in reasonable health and is not otherwise limited by either minor or serious mental or physical injury, disability or illness that could potentially render Participant particularly susceptible to injury or disability while participating in any activity either considered or accomplished by this Waiver and Release of Claims.
3. Participant fully understands and accepts each and every one of the risks associated with his/her participation in the Tours encompassing, without restriction, exposure to conditions of inclement weather, food sickness or unanticipated allergic reaction, injuries (e.g., without exception, those arising out of uncoordination, clumsiness or inattention, other Participants, motor vehicles, pedestrians and any other possible obstacle) and death.
4. Participant's participation in the tours is at Participant's own sole risk. Participant, on behalf of his/herself and/or any person or entity acting through or on behalf of Participant, hereby forever and unconditionally releases and holds harmless the company, and any affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders and directors of the foregoing (including, without limitation, Gainesville Food Tour, LLC, Ryan & Caroline Earls (collectively, "released parties"), from any and all claims, actions, damages, liabilities, losses, costs and expenses in any way arising out of, or resulting from, participant's participation in the tours, including, without limitation, any and all claims, actions, and liabilities for death, injury, loss or damage to participant, to anyone else, or to any property, regardless of whether or not such injury, loss or damage was caused by the negligence or willful conduct of the company or any of the released parties. participant, on behalf of his/herself and/or any person or entity acting through or on behalf of participant, further agrees to defend and indemnify the released parties, and to hold the released parties harmless, from any and all liabilities, claims, actions, damages, expenses (including, without limitation or exception, attorney's fees) and losses of any kind or nature whatsoever in any way arising out of, or resulting from, participant's participation in the tours.
5. This Waiver and Release of Claims encompasses the complete agreement and acknowledgment between Participant and the Released Parties, and terminates, cancels and supersedes any previous agreement or understanding relative to the subject matter contained within. There are no depictions, agreements, assurances, guarantees, arrangements, or stipulations other than what are described this Waiver and Release of Claims.
6. None of the items included in this Waiver and Release of Claims can be disregarded or modified unless done so only in writing, signed by Participant and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights hereunder at any time will not be an opportunity for this Waiver and Release for any remotely similar acts at any subsequent time.
7. Image use - By purchasing a ticket for an event or activity, I hereby grant Gainesville Food Tour, LLC as well as, its directors, officers, employees, agents, and designees (referred to as GFT) revocable permission to capture my image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). I further grant Gainesville Food Tour, LLC permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to GFT business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by GFT prior to its use. I release and hold GFT harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.