

West Side Wine Club

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!
INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY! ALL PARTICIPANTS MUST BE 21 OR OLDER

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

PHONE NO: (____) _____ - _____ DOB: ____/____/____

EMERGENCY CONTACT: _____ RELATIONSHIP: _____

TELEPHONE NO: (____) _____ - _____

DISCLAIMER

West Side Wine Club (“WSWC”), its officers and members (collectively, “the Club”) shall not be held responsible for any injury, loss or damage of any kind sustained by any person while participating in WSWC events, including injury, loss or damage which might be caused by the negligence of the Club.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

In consideration of my participation in WSWC events, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in such events, (including the possible **risk of severe or fatal injury** to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during WSWC events, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down or being involved in a physical confrontation whether caused by myself or someone else;
- d) the risks associated with returning to my residence.

INDEMNIFICATION AND RELEASE OF LIABILITY

In consideration of the Club allowing me to voluntarily participate in WSWC events and activities, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in WSWC events, including those related to my consumption of alcohol, even though such risks may have been caused, in whole or in part, by the negligence of the Club;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in WSWC events, even though such injury, loss or damage may have been caused by the negligence of the Club;

3. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE CLUB:

- a) for, from or against any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in WSWC events and all related activities; and
- b) for, from or against any and all claims, demands, actions and costs which might arise out of my participating in the WSWC events, even though such claims, demands, actions and costs may have been caused by the negligence of the Club.

AGREEMENT TO MAINTAIN INSURANCE:

In the event I host a WSWC event in my home, I agree that I will maintain a homeowners' insurance policy with limits of no less than \$500,000.00 general liability coverage.

ACKNOWLEDGEMENT

I acknowledge that I am at least 21 years of age, that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.

Signed this _____ day of _____, 20 _____.

Signature of Participant (must be 21 or over)

Signature of Witness

Printed Name of Participant

Printed Name of Witness
