

Release of Liability Agreement - Hidden Vineyards Valet LLC

1. Activity Description

I, the undersigned participant, elect to participate in a wine tour operated by Hidden Vineyards Valet LLC, which involves being transported between various wineries and dining locations as planned in my itinerary. The service includes transportation via a passenger vehicle from a pre-specified pick-up location to various wineries and dining establishments and return to a pre-specified drop-off location.

2. Assumption of Risk

I acknowledge and understand that participating in this tour involves inherent risks and dangers, including but not limited to:

- Risk of Injury or Death from Transportation: Accidents or collisions caused by the vehicle, the driver, or by other drivers on the road. This includes the risk of accidents resulting from vehicle malfunction, adverse weather conditions, or unexpected driver behavior on the road. While Hidden Vineyards Valet LLC maintains the vehicle regularly, unforeseen mechanical failures can occur, and I accept these risks.

- Risk from Third Parties: Harm caused by actions of other drivers or participants, which may include reckless or criminal behavior. This includes the actions of other drivers on the road that cause the Hidden Vineyards Valet LLC wine tour driver to attempt to avoid collision or take evasive maneuvers that may result in harm to the participant.

- Risks at Wineries and Dining Establishments: Including but not limited to intoxication due to alcohol consumption, food-related health issues, and interactions with staff or other guests that could lead to personal injury. Consumption of food and alcohol at third-party establishments is considered a separate activity I engage in with the respective third party, in which Hidden Vineyards Valet LLC is not liable for any harm or damages arising thereof. I must immediately inform Hidden Vineyards Valet LLC of any issues that arise or may arise from my consumption of food and alcohol. I understand that Hidden Vineyards Valet LLC does not insure the safety of participants outside of the transportation service provided for the tour. I willingly engage in activities at winery and food locations, and these are considered separate entities. Hidden Vineyards Valet LLC is not responsible for the actions of third parties such as other participants, winery staff, or dining establishment staff, and any harm arising from interactions with these third parties is not the responsibility of Hidden Vineyards Valet LLC.

- Risk of Personal Capability: Including risks associated with boarding and exiting the vehicle unassisted, which requires physical mobility and capability to navigate steps and seating without aid. I am aware of and possess the physical capabilities required to enter and exit a 2024 Mercedes Benz Sprinter passenger van. If I have any physical hindrance that would put my health and safety at risk in boarding and exiting the vehicle, I will inform the company immediately. I understand as a participant that the person who has booked the tour is responsible for disclosing all physical hindrances of participants engaging in this tour at least 72 hours before the tour date. This is so that HiddenVineyards Valet LLC may arrange and subcontract a more proper vehicle that will better accommodate participants with physical hindrances.

I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage, or loss resulting therefrom.

3. Release of Liability

In consideration of Hidden Vineyards Valet LLC allowing me to participate in this tour, I agree:

- **General Release:** To release Hidden Vineyards Valet LLC from any claims, demands, damages, actions, or causes of action arising out of or in connection with my participation in this tour, except for those resulting from Hidden Vineyards Valet LLC gross negligence or willful misconduct. "Gross Negligence" shall mean any act or failure to act (whether through omission or commission) by Hidden Vineyards Valet LLC or its agents that demonstrates a clear disregard for the safety and well-being of participants, such that it significantly deviates from the standard of conduct a reasonable person would observe in a similar situation. "Willful Misconduct" shall mean any intentional actions or deliberate failures to act by Hidden Vineyards Valet LLC or its agents that are taken with knowledge that such actions or failures could lead to harm or damage. It includes a purposeful disregard for the safety of participants and a deliberate violation of legal standards or company policies.

- **Transportation Liability:** That Hidden Vineyards Valet LLC is only liable for incidents directly resulting from the transportation services provided and not for incidents that occur due to the actions of other drivers, vehicle malfunctions or while at third-party locations.

- **Alcohol, Food, and Conduct:** That Hidden Vineyards Valet LLC is not responsible for any injury or damage that I may suffer due to alcohol and food consumption or conduct toward others during the tour. Additionally, Hidden Vineyards Valet LLC is not responsible for the actions of third parties such as other participants, winery staff, or dining establishment staff. Any harm arising from interactions with these third parties is not the responsibility of Hidden Vineyards Valet LLC.

4. Indemnification

I agree to hold harmless, indemnify, and defend Hidden Vineyards Valet LLC from any and all claims, losses, damages, or expenses, including legal fees, resulting from my participation in the tour. This includes all personal actions, actions of third-party entities, individuals, and other participants during the tour, except for actions resulting from Hidden Vineyards Valet LLC gross negligence or willful misconduct.

5. Covenant Not to Sue and Dispute Resolution Clause

I covenant not to sue or bring any other legal action against Hidden Vineyards Valet LLC in connection with any of the claims released herein. Any disputes arising out of this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

6. Fitness to Participate

I confirm that I am over the age of 21 and physically able to enter into and exit from a Mercedes Sprinter van unassisted. I must immediately disclose any physical, mental, or other conditions that might affect my ability to safely participate in the tour. By disclosing this information at least 72 hours before the date of the tour, I give Hidden Vineyards Valet LLC a reasonable amount of

time to arrange sufficient transportation to accommodate my physical needs while participating in this tour.

7. Force Majeure

In no event shall Hidden Vineyards Valet LLC be liable or responsible to the participant, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from acts beyond the company's and affected party's reasonable control, including, but not limited to, force majeure events: acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances.

8. Participant Information Management

Hidden Vineyards Valet LLC collects personal information necessary for booking and safely conducting the wine tour. This information includes, but is not limited to, names, contact details, and any disclosed health conditions relevant to participation in the tour. All personal data collected is handled with strict confidentiality and is used solely for the purpose of facilitating the tour. This information is stored securely and is not shared with third parties except as required by law or necessary for safety and organizational purposes.

9. Medical Emergencies

In the event of a medical emergency during the tour, Hidden Vineyards Valet LLC reserves the right to call emergency services to seek immediate aid for any participant in distress. Hidden Vineyards Valet LLC shall not be financially responsible for the cost of any emergency medical treatment required during the tour. Participants are encouraged to have appropriate travel or health insurance to cover such contingencies.

10. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intents and agreements to the greatest extent possible. If such modification is not possible, that provision shall be severed from this agreement, and the remaining provisions of this Agreement will continue in full force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

13. Acknowledgment

I have read and understood this agreement prior to signing it. By signing this agreement, I acknowledge I am waiving substantial legal rights, including the right to sue.