

## **Barbera Festival –Terra d’Oro Winery– September 14, 2019**

### **Liability Agreement**

- 1. Compliance with Laws; Manner of Conduct.** At all times in connection with any of the aforementioned events (the "Event"), Sponsors, Vendors and their assistants, Caterers and assistants and employees and agents ("Participant"), will abide by all applicable laws, rules, regulations and ordinances, including travel to and from the Event. This includes, but is not limited to, payment of all government fees and taxes associated with doing business as a vendor or caterer. The Event is not liable for any taxes or fees.
- 2. Use of Premises.** Participant agrees to abide by all rules and deadlines detailed in the set-up instructions established by the event management and that any items left on premises is done so at the Participant's risk. Event and Sponsor are not responsible for any lost or stolen equipment.
- 3. Acknowledgement of Risk.** Participant understands that there are certain dangers and risks, including serious injury or death, inherent in the activities associated with the Event, which may arise before, during and/or following the Event, including but not limited to alcohol consumption, auto travel; Participant's own actions, inactions and/or negligence; the actions, inactions and or negligence of Participant's employees and agents, (iv) the actions, inactions and/or negligence of the Sponsor, (v) the actions, inactions and/or negligence of others, and/or (vi) automobile travel.
- 4. Waiver of Claims.** In exchange for the goodwill and publicity Participant shall receive from the Event, Participant hereby voluntarily and willingly assumes any and all responsibility for all risks and dangers associated with Participant's participation in the event, or the participation of Participant's employees or agents. For the benefit of Sponsor, and Sponsor's volunteers, employees, members, managers, successors and assigns ("Released Parties"), Participant waives any right to recover from, shall refrain from and shall not assert against Released Parties, and forever releases Released Parties, from any claim or cause of action of any kind or nature whatsoever. Participant also acknowledges that Sponsor does not provide personal accident/health insurance for Participants, and Participant assumes personal financial responsibility for any medical care or treatment Participant, or Participant's employees or agents, may require as the result of participation in the Event.
- 5. General Release.** Participant intends through this agreement to release fully, finally and forever, in the manner described herein, all claims as described in this agreement.
- 6. Indemnification.** Participant shall indemnify, defend, and hold harmless Sponsor, and Sponsor's volunteers, employees, successors and assigns from all liability, claims, damages and expenses (including attorney's fees, expert witness fees and expenses) arising from or related to any acts by Participant or Participant's employees and agents related to the event.
- 7. Insurance.** Participant wineries and caterers shall procure and maintain in full force and effect at all times relevant to this agreement the following policies of insurance: (1) Certificate of Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, (2) Automobile Liability Insurance as required by the State of California, and (3) Workers' Compensation Insurance, as required by the State of California.
- 8. Additional Insured Endorsement.** Sponsor shall be added to Participant's Certificate of Liability Insurance, as an additional insured with regard to liability and defense of suits or claims arising out of the Event, or transportation to or from the Facilities. An Additional Insured Endorsement, consistent with the terms of this agreement, shall be provided to Event management, in a form reasonably satisfactory to Sponsor.
- 9. Emergency Services.** Participant acknowledges and agrees that Sponsor will not provide medical personnel at the location of the Event. Participant further acknowledges and agrees that Sponsor is granted permission to authorize emergency medical treatment for Participant or Participant's employees or agents, if necessary, and that such action by Sponsor is subject to the terms of this agreement.
- 10. Miscellaneous.** This agreement shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California. In the event that any phrase, clause, sentence, section, article or other portion of this agreement shall be held invalid or unenforceable, for any reason, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**By selecting the "I have read and agree to the terms of the Liability Agreement" by participating in the event and by submitting a Certificate of Liability with event organizers.**