UNCONDITIONAL RELEASE OF LIABILITY; HOLD HARMLESS; INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

THIS UNCONDITIONAL RELEASE OF LIABILITY; HOLD HARMLESS; INDEMNITY AND ASSUMPTION OF RISK AGREEMENT, ("Waiver"), effective this day of _____, 20____, is given by _____, ("Participant"), to Ciao Bella Idaho Wine Tours, LLC, an Idaho limited liability company, and to its members Frank Marcos and Christine Marcos, and their insurers, agents, assigns, and representatives, (collectively "Ciao Bella"). Participant covenants, warrants and represents to Ciao Bella as follows:

1. <u>RELEASE</u>. Participant, in consideration for utilizing Cia Bella's wine tours services and being permitted by Ciao Bella to participate in Ciao Bella's wine tours, ("Activity"), does hereby irrevocably and unconditionally, personally and for his/her heirs, assigns and legal representatives, release and waive all past, present or future claims, demands, and causes of action which the Participant now has or may in the future have against Ciao Bella for any loss or damage to property, and/or bodily injury, including death, whether caused by the negligence of Ciao Bella or otherwise, resulting from or arising out of Participant's participation in the Activity.

2. <u>HOLD HARMLESS/INDEMNITY</u>: Participant agrees to and shall defend, indemnify and hold harmless Ciao Bella from any and all loss, liability, damage, costs, expenses, fees (including reasonable attorney fees), (collectively "Damages"), that Participant incurs due to Participant's participation in the Activity whether such Damages are caused by the negligence of Ciao Bella or otherwise.

3. <u>COVENAT NOT TO SUE</u>. For any Damages sustained by Participant, or loss or damage to Participant's property and/or bodily injury, including death to Participant, whether caused by the negligence of Ciao Bella or otherwise, resulting from, or arising out of, or in any way connected with the Activity, Participant covenants not to sue Ciao Bella or permit any suit to brought on Participant's behalf, either directly or indirectly, against Ciao Bella.

4. <u>ASSUMPTION OF RISK</u>: The Participant certifies and affirms that: (i) he/she is aware of the fact that the Activity, even under the safest conditions possible, may be hazardous and involves inherent risks; and (ii) Participant knowingly and voluntarily assumes the risks of any and all loss or of damage to property and/or bodily injury, including death, whether caused by the negligence of Ciao Bella or otherwise, resulting out of or in any way connected with the Activity. Some of the risks inherent in the Activity include, without limitation: equipment malfunction, trips, slips, falls, allergic reactions and choking hazards.

5. <u>PARTICIPANT REPRESENTATIONS.</u> By my signature below, I certify that I:

    a. Knowingly and voluntarily assume and take full responsibility for my participation in the Activity;

    b. Am participating in the Activity by my own free choice and without coercion, pressure or compulsion of any kind;

c. Am of legal age and competent to sign this Waiver and I have signed it freely and voluntarily and without coercion, pressure or compulsion of any kind;

d. Have read and understand and accept all of the provisions of this Waiver;

e. Understand and accept that by signing this Waiver I have knowingly and voluntarily given up considerable future legal rights; and,

f. Intend this Waiver to be binding upon me and my heirs and estate.

6. GENERAL.

a. Each provision in this Waiver shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

b. This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

c. This Waiver shall be governed by the laws of the state of Idaho.

PARTICIPANT

_____ (print name)

_____ (signature)