

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY BEFORE A TOUR.

I fully understand that there may be consumption of alcohol before, during and/or after the Tour either by me or other participants on the Tour, and that I will provide age verification when asked. I understand and acknowledge the potential risks and dangers associated with the consumption of alcohol. I also acknowledge that it is my responsibility NOT TO BECOME INTOXICATED OR UNDER THE INFLUENCE OF ANY SUBSTANCE during the Tour, and that Puerto Mezcal Tours will ask me to leave and/or refuse service if I become obviously intoxicated. I take full responsibility for any liability associated with my intoxication, during or after the Tour. I acknowledge that Puerto Mezcal Tours assumes no liability for injuries that may occur to me or others, and no liability for any civil or criminal violation or damages that may be assessed against me as a result of my being intoxicated before, during or after the Tour.

- I agree to grant Puerto Mezcal Tours a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, marketing, or other commercial purposes.
- I agree not to run, skip, or engage in "horseplay."
- I understand that inappropriate behavior will result in early termination of the tour and a forfeiture of all deposits and fees by the customer(s) who violated our terms. Examples include but are not limited to: running, intoxication, littering, handling equipment or barrels, foul language, belligerency, etc.
- I acknowledge and understand that during the tour, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent during proximity to a working distillery. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage ("Injuries and Damages") resulting from, but not limited to:
 - falling, slipping, or tripping due to wet or uneven floors, cords and hoses, drains, curbs, or material(s);
 - walking in unfamiliar corridors, gangways, stairways and driveways; operating steam equipment and piping, motors, and machinery;
 - loud noise from operating equipment; forklifts; and other hazards associated with an operating factory.

I further acknowledge and understand these Injuries and Damages cannot be eliminated in a working distillery. With this knowledge, I voluntarily assume full responsibility for the risks of touring, consumption of alcohol and for my behavior, well-being and health during the Tour. I agree not to hold Puerto Mezcal Tours, its Staff, or the hosting distillery/restaurant/facility liable in any way should any harm come to me.

PUERTO MEZCAL TOURS HAS NOT TRIED TO CONTRADICT OR MINIMIZE MY UNDERSTANDING OF THESE RISKS. I know that Injuries and Damages can occur by natural causes or activities of other persons, other users, staff of Puerto Mezcal Tours or other third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in entering a working distillery and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that

there are not medical personnel or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

I further understand that on rare occasions an emergency requiring medical treatment can develop. I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating in the Tour and while transporting myself to and from the Tour; accident and health coverage is not provided by Puerto Mezcal Tours. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the tour. I agree to pay for any medical, dental, surgical, or other hospital care, or diagnosis rendered to me. It is understood that I am required to designate emergency contact(s) and that efforts shall be made to contact my designated emergency contact(s) before rendering treatment, but that any of the above treatment will not be withheld if the designated emergency contact(s) cannot be reached.

To the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS Puerto Mezcal Tours and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, "Released Parties") from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to my participation in the distillery tour, even if caused by NEGLIGENCE of the Released Parties; Such negligence could involve (a) negligent operation and supervision of a Vehicle, (b) negligent maintenance or operation of the equipment in general, (c) negligent manufacture of or use of equipment, and (d) the negligent provision of emergency response services. I understand and intend that the assumption of risk and release is binding upon my heirs, executors, administrators and assigners. This Waiver and Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver and Release shall not be affected thereby and shall remain valid and fully enforceable.