

This is a legally binding Release, Waiver of Liability, and Assumption of the Risk Agreement (the "Agreement"). Please read it carefully before signing.

In consideration for Lasting Media Group, LLC, a Tennessee limited liability company, d/b/a Lasting Media Group ("Company") agreeing to take the individual ("Guest") on a sightseeing and whiskey tasting tour ("Tour"), Guest agrees to the terms and conditions set forth below:

1. Guest acknowledges and agrees that Guest is embarking on a sightseeing and whiskey tasting tour, which involves potentially dangerous activities, as well as the consumption of alcohol. Guest assumes all risks associated with the Tour activities, including, without limitation, those described in this release and waiver agreement.
2. Guest assumes all risks associated with alcohol consumption and takes full responsibility for his or her own actions, safety and welfare. Guest further understands that he or she will be a member of a group and that Guest will conduct himself or herself in a way that does not endanger Guest or the group.
3. Guest agrees to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that Guest's judgment is impaired. Guest understands and acknowledges that many of the activities on the Tour involve the consumption of alcohol, including, but not limited to, various whiskies, bourbons and ryes. Guest understands the potential risks associated with the consumption of alcohol and acknowledges that Guest does not have or is not aware of any medical condition(s) that would prevent Guest from consuming alcohol or would result in any injury or damage to Guest as a result of Guest's consumption of alcohol. Guest acknowledges and agrees that neither Company nor its owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, or other representatives shall be responsible or liable for any accident, injury, theft, loss or damage caused by Guest's impaired judgment, negligence, or otherwise. Guest hereby waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members and/or legal representatives may have against Company or Company's owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, and/or other representatives arising from or relating to any such accident, injury, theft, loss or damage caused by Guest's impaired judgment or negligence.
4. Guest will be responsible for any and all damage to the bus, owned by or hired by Company, caused by the Guest according to the schedule below:
 - Excessive clean up fee – \$200
 - Sickness in vehicle – \$350
 - Rips/Tears – \$150 or replacement cost, whichever is greater
 - Other damage – \$150 or replacement cost, whichever is greater
5. Guest acknowledges that it is Guest's responsibility to provide Guest's own accident and health coverage while participating on the Tour. Company does not provide any

accident, health, or any other insurance coverages for any of its guests, including Guest.

6. Guest understands and acknowledges that the Tour involves transportation by various motor vehicles, including, but not limited to, shuttle, van, or bus transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical or other condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest (or any other guests) as a result of using these methods of transportation. While Guest understands and agrees that Company will exercise ordinary and reasonable care in the hiring of operators of any motor vehicle used in connection with the Tour, Company assumes no responsibility whatsoever, nor does Company warrant the actions of any third parties, including, without limitation, drivers of motor vehicles.

7. In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts all risks associated with participation in or on the Tour and agrees that neither Company nor Company's owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, or other representatives will be liable for any injury, death or damage of any kind or nature whatsoever.

8. Guest agrees and acknowledges that Company shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during the Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against Company arising from or as a result of any such loss, theft or damage. It is understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.

9. Guest assumes the risk of and releases, defends, and holds Company (including Company's owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, and other representatives) harmless for any liability, for any death, physical or other injury, loss, or harm suffered by during or as a consequence of Guest's participation or presence in or on any activity that comprises the Tour. Guest hereby indemnifies, defends, and holds Company (including Company's owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, and other representatives) harmless from and against all liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with any claims for bodily injury, wrongful death, or property damage brought by Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives.

10. This Agreement shall be binding on Guest and Guest's agents, heirs, successors, assigns, and personal representatives.

11. Guest acknowledges and agrees that Guest has read and hereby agrees to the Terms & Conditions as found on the website.

12. Guest hereby grants full and unconditional consent to Company to use and publish Guest's likeness on and in connection with Company's marketing and advertisements, free of charge or other cost or consideration. Likenesses include, but are not limited to, photographs, images, renderings, and drawings of Guest. Marketing and advertisements include, but not limited to Company's website as well as any brochures, bulletins, digital advertisements, web-based advertisements, and printed advertisements in newspapers and/or magazines.

13. Guest agrees that under no circumstances shall Company nor Company's owners, members, officers, managers, directors, agents, assigns, employees, contractors, attorneys, or other representatives, be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, regardless of whether arising from breach of contract or tort, even if Company was advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen by Company.

14. To the fullest extent permitted by Law, all parties to this agreement voluntarily and knowingly, WAIVE THE RIGHT TO A TRIAL BY JURY after consulting with counsel (or after having waived the opportunity to consult with counsel). THE RIGHT TO A TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE STATE OF TENNESSEE. THIS WAIVER APPLIES IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) RELATING DIRECTLY OR INDIRECTLY TO THE TERMS OF THIS AGREEMENT. The parties' reciprocal agreement to the waiver set forth in the foregoing sentence is a material inducement to the parties' respective agreements to the other terms of this Agreement.

15. The parties to this agreement agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this agreement through mediation or through binding arbitration in accordance with the principles of the Uniform Arbitration Act, and other related laws of the State of Tennessee. THE PARTIES MAKE THE FOREGOING COMMITMENT WITH FULL KNOWLEDGE THAT BY AGREEING TO SUBMIT DISPUTES TO BINDING ARBITRATION, THE PARTIES ARE AGREEING NOT TO RESORT TO THE COURTS OR THE JUDICIAL SYSTEM, AND ARE WAIVING THEIR RIGHTS TO DO SO. Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the Williamson County Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for

arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute.

16. Guest acknowledges and agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement and the rights and obligations of any Guest in connection with any Tour shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or country's laws. Guest hereby submits to the exclusive jurisdiction and venue of the state courts in Williamson County, Tennessee, and hereby waives any claim that is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.

17. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Lasting Media Group, LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Lasting Media Group, LLC can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Lasting Media staff, and other customers and their families.

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Lasting Media Group, LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the company, or that may otherwise arise in any way in connection with any services received from Lasting Media Group, LLC. I understand that this release discharges Lasting Media Group, LLC from any liability or claim that I, my heirs, or any personal repre-

sentatives may have against the company with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Lasting Media Group, LLC. This liability waiver and release extends to the company together with all owners, partners, and employees.

18. Guest hereby warrants and represents that Guest is 21 years old or older.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANYONE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I HEREBY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.

GUEST:

First Name (please print)

Last Name (please print)

Birth Date

Phone Number

Email Address

Signature