

In consideration of being allowed to purchase tickets for and/or participate in the event, tour, or experience offered by Key West Food Tours (the "Company"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the purchaser/participant ("Participant"), Participant understands, acknowledges, represents and warrants the following to the Company, with the knowledge that the Company will rely on same:

1. Participant desires to participate in the tours, events, classes, or activities offered by the Company (the "Experiences").
2. Participant is in good health and suffers from no physical or mental injury, illness or disability that would make Participant especially susceptible to injury or disability while performing any activity contemplated by this Waiver and Release of Claims.
3. Participant fully comprehends and accepts all of the risks associated with his/her participation in the experience including, without limitation, exposure to unfavorable weather conditions, food sickness, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other participants, automobiles, pedestrians and the like) and death.
4. Participant grants to the Company and the Company's successors and assigns an irrevocable, sub-licensable right and authority to use Participant's name, likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to Participant.
5. PARTICIPANT'S PARTICIPATION IN THE EXPERIENCE(S) IS AT PARTICIPANT'S OWN SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, HEREBY FOREVER AND UNCONDITIONALLY RELEASES THE COMPANY, AND ANY AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, EZTIX EVENT TICKETING INC., (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE EXPERIENCE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR DEATH, INJURY, LOSS OR DAMAGE TO PARTICIPANT, TO ANY ONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY OR ANY OF THE RELEASED PARTIES. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, FURTHER AGREES TO DEFEND AND INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE EXPERIENCE(S) TO THE MAXIMUM EXTENT PERMITTED BY LAW.
6. This Waiver and Release of Claims constitutes the entire agreement and understanding between Participant and the Released Parties, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Waiver and Release of Claims.
7. None of the provisions of this Waiver and Release of Claims can be waived or modified except expressly in writing signed by Participant and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights hereunder at any time shall not act as a waiver to enforce their rights under this Waiver and Release for same or similar acts at any subsequent time.
8. This Waiver and Release of Claims shall be governed by and construed in accordance with the laws and decisions of Florida, United States as applied to agreements entered into and fully performed within Florida, United States. The courts sitting in Key West, United States shall retain the exclusive jurisdiction over any disputes arising under or related to this Waiver and Release of Claims, and Participant expressly consents to the personal jurisdiction of same. No action may be brought against the Company as a class action.
9. Participant understands that by providing their email address below they are agreeing to receive occasional offers and news from Key West Food Tours. At any point the participant may unsubscribe from any email by simply clicking the unsubscribe link located at the bottom of any email.