

Disclaimer for Bella Tours, LLC

Note: This is a copy of a disclaimer that will be handed out on the bus before departure. All Passengers must sign a copy before the bus departs.

This has been added to view for your convenience before departure.

RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (the "Agreement"). Please read it carefully before signing.

In consideration for Bella Tours, LLC, an Ohio limited liability company, d/b/a Bella Vino Tours ("Bella") agreeing to take _____, an individual ("Guest") on a sightseeing and wine tasting tour ("Tour"), Guest agrees to the following terms and conditions:

1. Guest acknowledges and agrees that Guest is embarking on a sightseeing and wine tasting tour, which involves potentially dangerous activities and the consumption of alcohol. Guest assumes the 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.
2. Guest acknowledges and agrees that Bella shall not be responsible or liable for any accident, injury, theft, loss or damage whatsoever sustained by Guest, which may occur in conjunction with any activity on the Tour. Guest waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against Bella arising from or as a result of any such accident, injury, theft, loss, or damage.
3. Guest acknowledges that it is Guest's responsibility to provide for Guest's own accident and health coverage while participating on the Tour. Bella does not provide for any accident or health coverage for any of its guests.
4. Guest understands and acknowledges that many of the Bella activities on the Tour involve the consumption of alcohol, including, but not limited to, various wines and champagnes. 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.
5. Guest understands and acknowledges that the Tour involves transportation by various methods, including, but not limited to, shuttle or bus transportation. Guest acknowledges and understands the potential risks associated with these methods of transportation and acknowledges that Guest does not have or is not aware of any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. Guest understands and agrees that Bella assumes no responsibility, nor does it grant any express or implied warranties, relating to the operation, safety, condition or service of any motor vehicle such as a motor coach, minivan, limo, car service or any other means of conveyance to wineries, restaurants, hotels, inns, spas or any other establishments or other products associated with such entities or services that are used in whole or in part while in travel on any Tour.
6. In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither Bella, nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with Bella, will be liable for any personal injury, death or damage of any kind whatsoever, and without regard to the cause of such injury or damage, to Guest or others.

7. Guest agrees and acknowledges that Bella 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 Bella arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on a Tour is brought at Guest's sole risk and is Guest's sole responsibility.

8. Guest assumes the risk of and releases, defends, and holds Bella harmless for any liability, for any death, physical or other injury, loss, or harm suffered by Guest during or as a consequence of Guest's participation or presence in or on any activity that comprises the Tour, under any circumstances. Therefore, Guest agrees to indemnify, defend, and hold Bella harmless against any liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with the claims for bodily injury, wrongful death, or property damage brought by Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives.

9. This Agreement shall be binding on Guest's agents, heirs, and successors or assigns, and shall apply to all sponsors, officials, officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with or connected to Bella in any way.

10. Guest acknowledges and agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement or 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 Ohio 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. By signing this Agreement, each Guest hereby submits to the exclusive jurisdiction and venue of the Federal and State Courts in Cleveland, Cuyahoga County, Ohio 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.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE 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.

Signature: _____
Print Name: _____
Address: _____

Phone: _____
Date: _____