



Forktown Food Tours Terms & Conditions and Liability Waiver

During very rare instances, we must cancel tours for a variety of reasons, including unsafe weather conditions, guide accident or illness, changes to city, county, or state policies in regards to Covid-19, restaurant closures, strikes, protests, state, national, or international travel advisories, air quality advisories due to regional forest fires, etc. If we can move your tour to another location that will work for a particular issue (i.e. street work in one tour's location will not affect another tour location in the city), we will give you the opportunity to accept or decline the new tour route. We will notify you in advance if something arises that makes the completion of a tour not possible and issue a full refund within 24 hours of the tour start time.

We ask that you attend the tour you've booked your tour once it has been confirmed. We cannot sell a date to another guest if you cancel or do not show up. We understand that life happens, so please let us know as soon as possible if you intend to cancel your tour. We will give refunds only to cancellations made more than 1 week in advance of the tour. Otherwise, a 20% penalty will be deducted from your refund. Exchanges for another tour, credit for a future tour, or rescheduling allowed at full tour price with no deductions. If you book for the incorrect date, we reserve the right to cancel your tickets with no refund given.

During the tour, we cannot honor changes or requests to the menu or itinerary. Please make your allergies, dietary restrictions & preferences and any preference for beverages known in advance of the tour during the booking process or by advising our office directly.

During the tour, you are required to follow your tour guide's instructions regarding face coverings. Restaurants have various requirements regarding face coverings, and social distancing, and guests will be expected to adhere to the instructions provided to them. Failure to do so will result in immediate removal from the tour with no refunds given. Unless you are actively eating or drinking or cannot keep 6 feet distance from your guide or others, you must wear your face mask.

Forktown Food Tours does not condone or allow offensive language, aggressive behavior or discrimination of any race, ethnicity, religion, disability, or sexual

orientation. Behavior deemed offensive, aggressive or discriminatory in any way by any guest at any point during the tour will result in the guest's removal from the tour at his or her own expense.

****Please note, there will be no refunds, exchanges or rescheduling allowed on any special events****

By virtue of purchasing tickets for and/or participating in the tours offered by Forktown Food Tours, LLC (the "Tour Operator"), and in consideration of being allowed to purchase said tickets, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, said purchaser/tour participant (the "Participant") understands, acknowledges represents, warrants and agrees as follows, with the knowledge that the "Tour Operator" will rely on same:

1. "Participant" desires to participate in the food tasting and cultural tours offered by the "Tour Operator" (the "Tours").
2. "Participant" is in good health and suffers from no minor or serious 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 "Tours" 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. "Tour Operator" and its affiliated entities and its employees, shareholders, officers, directors, successors, agents, and assigns, neither own nor operate any person or entity which is to, or does, provide goods or services for these trips or tours. Because "Tour Operator" does not maintain any control over other personnel, equipment, or operations of these suppliers, "Tour Operator" assumes no responsibility for and cannot be held liable for any personal injury, death, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of A. any wrongful, negligent, willful, or unauthorized acts of omissions on the part of any of the tour suppliers, or other employees or agents, B. any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these suppliers, or C. any wrongful, willful, or negligent act or omissions on any part of any other party not under the supervision or control of the "Tour Operator".
5. "Participant" grants to "Tour Operator" and "Tour Operator" assigns the 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".
6. "PARTICIPANT'S" PARTICIPATION IN THE TOURS IS AT "PARTICIPANT'S" OWN SOLE RISK. 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, HEIDI SPURLOCK-BURNETTE,) (COLLECTIVELY, "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 "TOURS", 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, 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 "TOURS".

7. 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.

8. 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.