

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

In consideration of your temporary membership in the Delta Supper Club, please note the following:

1. You acknowledge and agree that the Event will include an alcohol tasting. You and any guests you bring with you to the Event (each a "Guest" and collectively, "Guests") assume the risks associated with alcohol consumption and takes full responsibility for his or her own actions, safety and welfare. Each 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 Delta Supper Club, LLC ("DSC") shall not be responsible or liable for any accident, injury, theft, loss or damage whatsoever sustained by Guest, which may occur in conjunction with the Event. Each Guest waives any claim which such Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against DSC arising from or as a result of any such accident, injury, theft, loss, or damage.
4. Each Guest understands and acknowledges that he or she 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. Each Guest agrees and acknowledges that DSC shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought to the Event by Guest, which may occur during the Event. Each Guest hereby expressly waives any claim, which such Guest or his or her heirs, successors, assigns, spouse, family members, or legal representatives may have against DSC arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that any Guest brings to an Event is brought at Guest's sole risk and is Guest's sole responsibility.
6. Each Guest assumes the risk of and releases, defends, and holds DSC 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 is part of the Event, under any circumstances. Therefore, Guest agrees to indemnify, defend, and hold DSC 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 each 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 DSC in any way.
10. Each 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 Event shall be governed by and construed in accordance with the internal laws of the State of Mississippi 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 Oxford, Lafayette County, Mississippi 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.