

TARRANT EVENTS CENTER

ALCOHOL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

I acknowledge that Tarrant Events Center does not provide, sell, or serve food and/or alcoholic beverages for events held at Denton Highway, Halton City Texas. Tarrant Events Center, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I consume alcohol or food products on the property owned by Tarrant Events Center, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

That should I provide alcohol and/or serve food to family, friends, guests, or third parties on property owned by Tarrant Events Center, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

ALCOHOL

That it is understood and agreed that the Client may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
2. "Shots", "Jagers" (Jagermeister) or "Energy Drinks" will not be permitted at any time.
3. Client hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Client hereby expressly grants to _____, at _____'s sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the _____ representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. Client hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Client's function or event.

That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property owned by Tarrant Events Center, I am solely responsible for the safety and well-being of that individual.

That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

FOOD

The caterer is expected to sanitize all food preparation surfaces before they come into contact with food products. Proper hygiene is required at all times. All food must remain covered at all times prior to plating and bussing. All trash must be collected and properly bagged. Failure to properly clean the catering area will result in additional costs and will be charged to the Client. In addition to the foregoing, the caterer is responsible for cleanup of the event areas. Please allow sufficient time for cleanup of all designated areas at the conclusion of your event. Catering trash, especially food and drink debris may not be left out for cleanup the following morning. All event trash must be disposed of in designated areas at the conclusion of the event

Tarrant Event Center's kitchen is a production space and is to be used only for final food preparation, plating, and bussing. Tarrant Event Center does not provide dishes, glassware, pots, pans, knives utensils, etc. The kitchen will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

INSURANCE

Client and/or Caterer agree to carry, or cause to be carried, liability insurance to cover any and all damages arising out of any act of gross negligence. Temporary riders to existing policies may be necessary.

INDEMNIFICATION AND HOLD HARMLESS

Client agrees and by their signature(s) to indemnify and hold harmless Caterer in the event more guests attend the event than guaranteed to Caterer, or if not enough foods, beverages or services are ordered to properly serve the attendees. Client further agrees to indemnify and hold harmless Caterer for any foods or beverages removed from venue by any person or persons whatsoever and consumed or transferred to another person, persons or organizations whatsoever, and consumed which causes sickness and any or all conditions leading up to and including death. Caterer may only be held liable in the event gross negligence is determined through adjudication.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Madison Eats Food Tours, LLC ("MEFT") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or any minor you are responsible for will not become infected with COVID-19. Further, attending MEFT activities could increase your risk of contracting COVID-19.

By reading this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and any minor I am responsible for may be exposed to or infected by COVID-19 by attending MEFT activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at MEFT may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MEFT employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at MEFT activities or participation in MEFT programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MEFT, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MEFT, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MEFT program, tour or activity.

RELEASE

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree

that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, and do so into perpetuity.

That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge Tarrant Events Center, its owners, operators, employees, agents, and servants from any and all liability, property damage, personal injury, death, disfigurement, or loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify Tarrant Events Center, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

By signing below, you agree to this Waiver & Release of Liability. Signed this _____ day of _____, 20____, at Haltom City, Texas.

Signature of Client Renting Facility

Printed Name of Client

Name of Person(s) Providing Alcohol

Name of Person(s) Providing Food

Signature - Tarrant Events Center

Printed Name – Tarrant Events Center