

CONSENT AND RELEASE OF LIABILITY AGREEMENT

I hereby enter this CONSENT AND RELEASE OF LIABILITY AGREEMENT (“Agreement”) with Anheuser-Busch, LLC (“AB”) to RELEASE AB, AB’s wholesalers, and their respective corporate parents, subsidiaries, related and affiliated entities, directors, officers, shareholders, employees and agents (collectively, the “Released Parties”) with regard to my opportunity to participate in THE HAUNTED BREWERY and/or any related activities including, without limitation, travel to and from the event and any post-event parties or events, to take place on OCTOBER 19, 20, 26 and 27, 2018 in THE HAUNTED BREWERY (collectively, the “Event”).

I recognize that travel to and from, preparation for, and participating in any sponsored/promotional events, including the Event, are **DANGEROUS ACTIVITIES**, which pose known and unknown risks of serious personal injury, death and/or damage to or loss of property. I have voluntarily agreed to participate in the Event despite the recognized and inherent dangers existing and despite the known and unknown risks of serious personal injury, death and/or damage to or loss of real or personal property presented by traveling to and from, preparing for and participating in the Event. I further acknowledge that through this Agreement I have been fully and adequately warned of the risks.

THEREFORE, in consideration of being permitted to participate in the Event, I expressly and freely agree:

1. To voluntarily **ASSUME ALL RISKS** of serious personal injury, death and/or damage to or loss of real or personal property arising from my travel to and from, preparation for and/or participation in the Event.
2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my travel to and from, preparation for and/or participation in the Event, including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, **whether caused in whole or in part by the NEGLIGENCE and/or FAULT of the Released Parties** (other than for intentional torts or gross negligence) or any entity or person(s) hired to perform any function with respect to the Event.
3. To **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Released Parties from and against any and all damages, claims, costs, expenses (**including attorneys’ fees**), lawsuits, or causes of action, whether foreseen or unforeseen, present or future, known or unknown, that I may have or assert or incur, as a result of my travel to and from, preparation for and/or participation in the Event, **whether caused in whole or in part by the NEGLIGENCE AND/OR FAULT OF THE RELEASED PARTIES** (other than for intentional torts or gross negligence) or any entity or person(s) hired to perform any function with respect to the Event.
4. That the Released Parties have made no representations or warranties, whether express or implied, as to the safety of my travel to and from, preparation for, or participation in the Event and that I have not relied upon any representations or warranties, whether express or implied, in coming to my voluntary decision to participate in the Event. I further agree and warrant that I will look out for my own safety at all times while traveling to and from, preparing for and/or participating in the Event.
5. That the Released Parties have **PERMISSION TO PHOTOGRAPH, LIVE STREAM, AND/OR VIDEOTAPE ME AND MY IMAGE, NAME, AND/OR LIKENESS AT THE EVENT**. All photographs, video tapes, digital recordings, and/or audio tapes taken or recorded by me, or of me or my image, name and/or likeness, by the Released Parties (“Content”) in connection with the Event shall be the exclusive property of the Released Parties, and I **CONSENT** to such Content being published, displayed, live streamed, posted and reposted, broadcasted, shared and liked, publicly performed or televised, exhibited, modified, altered, exploited, sold, copyrighted, assigned and/or used in any manner whatsoever (including but not limited to on the internet and/or on any social and digital media platforms, Event recaps, and any other advertising or marketing purposes) by the Released Parties, throughout the world, without further consent from or compensation to me and without prior examination or approval by me.
6. To forever **RELEASE** the Released Parties from any and all claims, actions, suits, cost, expenses and other liability related to the use of any photographs, live streaming, or videotapes or other content that contains my name, image or likeness, including, without limitation, any intellectual property claims based on copyright infringement, libel, the right of publicity, the right of privacy or the commercial appropriation or use of name or likeness.

7. That I am currently 18 years old or older at the time of signing this Agreement and have the right to contract in my own name.
8. That I am in good health and have no physical condition that would or should prevent me from participating in the Event, and that I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury and/or illness while participating in the Event.
9. This Agreement shall be interpreted in accordance with the laws of the **State of Missouri**. I agree that any dispute regarding the enforceability of this Agreement shall be filed in the courts of the **State of Missouri**, and shall not be transferred to any other state. This Agreement is intended to be as broad and inclusive as permitted by law, and if any provision hereof is held invalid, the balance shall continue in full legal force and effect.
10. This Agreement is not intended to release the Released Parties from any conditions or activities that, as a matter of law, cannot be avoided, waived or released and no provision of this Agreement should be interpreted as such.

This Agreement shall be binding on my personal representatives, family members, heirs, next of kin, executors, administrators, successors, assigns, beneficiaries, and insurers.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT AND I ACCEPT ITS TERMS AND SIGN IT VOLUNTARILY.

Name (Print)

Date

Signature

Address

City, State, Zip Code