



Harbor Food Tours

Hold Harmless

In consideration of the risk of injury while participating in Harbor Food Tours (the “Activity”), and as consideration for the right to participate in the Activity, you hereby, for yourself, your heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of your’s or your group’s*** participation in the Activity, and do hereby release and forever discharge Harbor Food Tours, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that you or any member of your group may suffer as a direct result of your’s or your group’s participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

You acknowledge that Harbor Food Tours and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any part or entity conducting a specific event or activity on behalf of Harbor Food Tours.

You and all member of your group acknowledge that this Activity may carry with it the potential for death, serious injury, and property loss, and that Harbor Food Tours has little to no control over certain aspects of the Activity. The risks may include, but are not limited to, those caused by cooked foods, food allergies, terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Harbor Food Tours, its agents, and employees.

In the event that you or member of your group should require medical care or treatment, you and your group agree to be financially responsible for any costs incurred as a result of such treatment, and are aware and understand that you and your group members should carry your own health insurance.

***The term “group” as used in this and other clauses refers to all individuals participating in the Activity using a ticket booked simultaneously with your ticket/reservation. The individual making the reservation agrees to these policies on behalf of all group members.

Indemnification

You and your group members agree to indemnify, defend and hold harmless Harbor Food Tours against and with respect to any and all liabilities, including interest, penalties, losses, claims, damages, costs and expenses (including reasonable attorneys' fees) and fines that Harbor Food Tours shall incur or suffer, which arise or result from, or relate to any and all claims, of whatever nature, asserted (with or without the commencement of legal action) against Harbor Food Tours in relation to your actions or the actions of your group members.

Food Allergies

You agree to inform Harbor Food Tours of any known food allergies that you or anyone in your group suffers from prior to your participation in a food tour.

Alcohol Consumption

All persons 21 and older are able to drink alcohol freely at their own risk and will be asked for photo identification prior to the Activity in conjunction with Florida State Laws. If you or your group members elect to consume alcohol, you do so knowingly and at your own discretion, risk and liability.

Removal from Activity

Rudeness, misbehavior or causing of harm to self or others during the Activity will not be tolerated. Any person engaging in such behavior will be subject, at the discretion of tour guide, to be removed from the Activity without reimbursement.

Severability

In the event that any provision contained within these Policies shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of these Policies shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of these Policies to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.