

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter "The Release Agreement")

WARNING – PLEASE READ CAREFULLY

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES. ALL USERS OF SHW EQUIPMENT ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE THE TIME TO REVIEW THIS DOCUMENT CAREFULLY.

TO: SACRAMENTO HOME WINEMAKERS CLUB (SHW/the "PROVIDER") and the MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this agreement the term "equipment" shall include all equipment and accessories owned/leased/borrowed by PROVIDER for the use of its members, including but not limited to facilities, crusher/de-stemmer, wine press, glassware, chemicals, and instruments.

ASSUMPTION OF RISKS

I am aware that my use of this equipment involves many risks, dangers, and hazards, which could result in damage, loss or physical injury to me. Some of these risks, dangers and hazards include, but are not limited to:

* Health: death, disfigurement, amputation, laceration, abrasion, contusion, muscle strain, overexertion.

* Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons.

* Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

* Advice: negligent advice regarding equipment assembly and/or use.

* My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of the equipment, some of which are referred to above.

Despite the risks, dangers and hazards of the equipment, and fully understanding such risks, dangers and hazards, I wish to use said equipment supplied by PROVIDER, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to use said equipment, facilities and services, I hereby agree as follows:

