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:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my use of said equipment DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
- * negligence on the part of the Releasees;
- * breach of contract by the Releasees;
- * breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- * breach of any statutory or other duty of care including the duty of care owed on the part of the Releasees; and
- * the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of fitness programs, some of which are referred to in the Assumption of Risks sections of this Agreement.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my use of said equipment.
- 3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

SAFETY

I am familiar with the proper use of the equipment. I am aware that there are SHW club members and staff available to answer any questions I may have as to the proper use of the equipment.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of said equipment other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while using said equipment. **JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of California. Any litigation involving the parties to the Agreement shall be brought solely within the State of California and shall be within the exclusive jurisdiction of the courts of the State of California.

I HAVE READ THIS ENTIRE "RELEASE AGREEMENT" AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signature	Print Name
Date	Witness

ALL EQUIPMENT IS EXPECTED TO BE THOROUGHLY CLEAN WHEN RETURNED.