

# THIRSTY TEXAN THRIFT TOURS, LLC

## Release, Waiver & Disclaimer

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## Release of Liability & Assumption of Risk

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By joining a Thirsty Texan Thrift Tours, LLC (“the Company”) experience (“the Activity”), I understand and agree to the following:

### 1. Voluntary Participation & Risks

I am choosing to participate voluntarily and understand that the Activity may involve risks, including injury, illness, property damage, or financial loss. I understand that the Activity may take place outdoors and that weather conditions may vary. I assume all risks related to heat, cold, rain, sun exposure, or other environmental conditions. I accept full responsibility for anything that may occur during the Activity, including risks that may involve the Company’s ordinary negligence.

### 2. Release of Claims

I waive and release all claims against the Company and its officers, employees, agents, and partners for any injury, damage, or loss connected to my participation, including those caused by ordinary negligence. This does not include claims that cannot legally be waived, such as gross negligence or willful misconduct.

### 3. Indemnification

If my actions cause a claim by someone else, I agree to defend and indemnify the Company from any related costs, damages, or expenses.

### 4. Medical Treatment

If I require medical care during the Activity, I consent to treatment and understand that I am responsible for all related costs, including transportation.

### 5. Valuables and Personal Property

I understand and agree that the Company is not responsible for the loss, theft, or damage of any personal belongings or valuables I bring on the tour. I acknowledge that I am solely responsible for securing and monitoring my own items at all times, including during transportation, walking between locations, and while visiting third-party businesses.

### 6. Governing Law

This agreement is governed by Texas law. Any claims must be brought in Harris County, Texas. By purchasing a ticket or participating in the Activity, I acknowledge that I have read and agree to this Release.

## Health, Liability & BYOB Disclaimer

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### 1. Age & Alcohol Policy

All guests must be 21 years or older to bring or consume alcohol during the tour.

A valid government issued photo ID may be requested at any time.

This is a Bring Your Own Bottle (BYOB) experience. Participants may bring wine or beer only.

Open containers are not allowed in public spaces unless explicitly permitted.

### 2. Responsible Consumption

Please drink responsibly. You are solely accountable for your alcohol intake.

Tour staff reserves the right to intervene or remove any participant who appears intoxicated or behaves inappropriately. Participants removed for safety or behavioral reasons are not entitled to a refund.

### 3. Transportation & Safety

Participants are responsible for their own transportation to and from the tour.

Do not drink and drive. We encourage ride sharing, designated drivers, or public transit.

### 4. Health Acknowledgment

I confirm that I have not had a fever (100.4F°/38C° or higher), felt feverish, had chills, difficulty breathing, or other symptoms of Covid-19 during the 7 days prior to the tour.

I understand that the Company cannot guarantee protection from communicable diseases and I voluntarily assume all related risks.

I understand that it is my sole responsibility to disclose any allergies, dietary restrictions, or medical conditions that may affect my participation. I agree to bring and maintain possession of any necessary personal medications or emergency treatments (including, but not limited to, EpiPens, inhalers, or glucose treatments). I acknowledge that the Company does not provide or administer personal medical devices or medications and is not responsible for allergic reactions or medical events resulting from my failure to disclose conditions or carry required items.

I understand that the Company may offer optional snacks or food items prepared in-house. I acknowledge that these items may contain or come into contact with common allergens, including but not limited to eggs, dairy, wheat, soy, nuts, and gluten. By choosing to consume any food provided, I assume all risks related to foodborne illness, allergic reactions, or adverse health effects. I agree that Thirsty Texan Thrift Tours, LLC is not liable for any illness, reaction, or injury resulting from my voluntary consumption of food or beverages provided during the Activity.

## **5. Liability Waiver**

I waive any and all claims I may have now and in the future, and release from all liability Thirsty Texan Thrift Tours, its officers, agents, employees, subcontractors, and tour partners for any personal injury, death, property damage, or loss sustained during participation, including those arising from negligence.

## **6. Conduct & Courtesy**

Please stay hydrated, be respectful to fellow thrifters and shop owners, and notify staff of any health concerns or accessibility needs.

## **7. Media Release**

I grant the Company a worldwide, royalty-free license to use my photographic, video, or digital likeness for promotional and commercial purposes. I understand that no compensation will be provided for the use of such images in print or digital media.

## **8. Refunds/Cancellations**

All ticket purchases are subject to the Company's posted refund and cancellation policy.

## **9. Binding Agreement**

By purchasing a ticket or participating in any Thirsty Texan Thrift Tours experience, I affirm that I have read, understood, and agreed to this disclaimer. This agreement is binding upon my heirs, next of kin, executors, administrators, and successors.

## **10. Severability Clause**

If any portion of this agreement is found unenforceable, the remaining provisions will continue in full force and effect.