

Cape May Food Tours Terms and Conditions (“Agreement”)
This Agreement was last modified on June 2, 2021.

Please read these terms and conditions (“Agreement”, “Terms and Conditions” carefully before using <http://www.capemayfoodtours.com/> (“the Site”) operated by Cape May Food Tours, LLC. (“us”, “we”, “Company”, “CMFT”, or “our”). This Agreement sets forth the legally binding terms and conditions for your use of Site at <http://www.capemayfoodtours.com/> and or your participation in a CMFT event.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms and Conditions. Capitalized terms are defined in this Agreement.

Intellectual Property

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General Disclaimer and Limitation of Liability.

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ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES THAT THE SITE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, ARE SPECIFICALLY DISCLAIMED. CMFT, THE SITE, AND THE AFFILIATES OF THE FOREGOING ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY THIRD PARTIES, ACTIONS OF ANY THIRD PARTY, OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

IN NO EVENT SHALL CMFT OR THE SITE, INCLUDING THEIR AFFILIATES, EMPLOYEES, OFFICERS, AGENTS, CONTENT PROVIDERS AND LICENSORS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE CONTENT OF THE SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CMFT, THE SITE, OR THEIR AFFILIATES, EMPLOYEES, OFFICERS, AGENTS, CONTENT PROVIDERS OR LICENSORS BE LIABLE FOR ANY AMOUNT FOR DIRECT DAMAGES IN EXCESS OF \$100.

Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CMFT AND THE SITE, EACH OF THEIR PARENT AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE PARTNERS, SUPPLIERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND AGENTS, FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATION REGARDING: (1) YOUR USE OF THE SITE; (2) CMFT OR THE SITE'S USE OF ANY CONTENT OR INFORMATION YOU PROVIDE, AS LONG AS SUCH USE IS NOT INCONSISTENT WITH THIS AGREEMENT; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; (4) YOUR PARTICIPATION IN ANY OF THE FOOD AND CULTURAL WALKING TOURS OFFERED THROUGH THE SITE; AND (5) ANY VIOLATION OF THIS AGREEMENT BY YOU.

Links to Other Sites

Our Site may contain links to third-party sites that are not owned or controlled by Cape May Food Tours LLC. CMFT has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party sites or services. Under no

circumstances will CMFT or the Site be liable for any goods, services, resources, or content available through such third-party dealings or communications or for any harm related thereto. Occasionally, a product or service may not be available at the time or the price as it appears or is promoted. In such event, or in the event a product is listed at an incorrect price or with incorrect information or due to typographical error, technology, error in the date or omissions or error in pricing or product information, you agree that CMFT and the Site are not responsible for such errors or discrepancies. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of New Jersey, United States, without giving effect to any principles of conflicts of law.

Changes To This Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions by posting the updates terms on our Site. Your continued use of the Site after such changes constitutes your acceptance of the new Terms and Conditions. Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement discontinue any use of the Site immediately, or do not use access or continue to access the site.

Waiver and Release Consent to Medical Attention and Grant of Rights

By purchasing tickets for and participating in the food tasting and cultural walking tours (“Tours”) offered by Cape May Food Tours, LLC (the “Company”), and in consideration for my being allowed to participate in the Tours, the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights (“Waiver”) :

1. Voluntary Participation. I understand and confirm that my participation in the Tours is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Tours.
2. Comprehension of Risk. I fully comprehend and accept all of the risks associated with my participation in the Tours including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Tours take place in public venues under conditions largely beyond Company’s control.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Tours. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Tours.

4. Release of Liability; Limitation of Damages. I hereby forever and unconditionally release Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Tours, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. Company's liability to me will be limited to actual damages arising from Released Entities' gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Tours be greater than \$100. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Tours is cumulative and not per incident. In no event shall Company be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if Company has been informed of the possibility thereof.

5. Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Tours.

6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of Company, its successors and assigns.

7. Consent to Medical Treatment. I authorize Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Company to provide such assistance, transportation, or services.

8. Severability. If any provision of this Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

9. Promotional Release. I hereby grant to Company the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Tours, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). Company has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media,

whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the “Works”). I agree that Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to Company an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE TOURS, I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY. PARTICIPATION IN THE TOURS BY A PERSON WHO IS NOT YET 18 YEARS OLD INDICATES THAT A PARENT OR LEGAL GUARDIAN HAS ALSO READ AND CONSENTED TO THIS WAIVER.

Contact Us

If you have any questions about this Agreement, please contact us at info@capemayfoodtours.com

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COVID-19 Liability Waiver

I acknowledge the contagious nature of the Coronavirus/COVID-19 and voluntarily assume the risk that I and any minor I am responsible for may be exposed to or infected by COVID-19 by attending Cape May Food Tours, LLC ("CMFT") activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I further acknowledge that Cape May Food Tours, LLC cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Cape May Food Tours, LLC staff, and other customers and their families. I further acknowledge that Cape May Food Tours, LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I voluntarily seek services provided by Cape May Food Tours, LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my event. I agree to abide by any and all local, state, and or federal laws with regards to Covid-19, including, but not limited to wearing a mask at all required and necessary times.

I attest that:

- * I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- * I have not traveled internationally within the last 14 days.
- * I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- * I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- * I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- * I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Cape May Food Tours, LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of Cape May Food Tours, LLC, or that may otherwise arise in any way in connection with any services received from Cape May Food Tours, LLC. I understand that this release discharges from Cape May Food Tours, LLC any liability or claim that I, my heirs, or any personal representatives may have against Cape May Food Tours, LLC with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Cape May Food Tours, LLC. This liability waiver and release extends to Cape May Food Tours, LLC together with all owners, partners, independent contractors and employees.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Date _____

Signature _____

First Name (Printed) _____

Last Name (Printed) _____