

TICKET PURCHASE AND TOUR TERMS AND CONDITIONS

1. **Risk Statement.** There are risks involved in any Tour. By going on the Tour, you assume all risks incidental to the Tour and release Tour Management, Michigan Brew Tours LLC ("MBT") and their respective affiliates from all claims related to or arising out of the Tour or your presence at the Tour. The ticket you hold is subject to all applicable policies of the Management of the Tour. This ticket is a revocable license to participate in the Tour at the date and time listed on the front. What that means is that Management reserves the right, without paying a refund, to refuse participation or eject you if you are not complying with all Management policies applicable to the Tour. The Tour date and time is subject to change. Resale and/or transfer of the ticket may be prohibited by Management's policies, and if so, any such resale and/or transfer is void to the maximum extent allowed by applicable laws. Any such unauthorized resale and/or transfer may result in refusal of participation without refund. Tickets not obtained directly from Management may be lost, stolen, counterfeit or invalid, in which case they will not be honored. This is further outlined in the following disclaimer.
2. **Agreement.** Any purchase or possession of tickets from MBT constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein, by you as either the purchaser, custodian or bearer of the Ticket(s) (hereinafter referred to as "You" or "Your"). You further acknowledge and agree that MBT and its authorized contractors may, from time to time, modify, add, remove, supplement, amend, update or otherwise revise any or all of the terms and conditions contained herein from time to time, without advanced, direct or individual notification to you (collectively "Revise or Revision(s)") and which Revisions shall, at the sole and absolute option of MBT, relate back to the date of purchase. MBT shall have the right to periodically Revise all or some of the terms or conditions specified herein by posting such Revisions on the Tour's website located at <http://www.mibrewtours.org> (the "Site"). If you do not agree to be bound by these terms and conditions, do not purchase Tickets.
3. **Revocable License.** Your Ticket shall at all times be deemed a revocable license issued by MBT, as the licensor hereunder or its respective designee(s) ("MBT" and sometimes also referred to as, "we," "our" or "us") for the sole purpose of accessing the venue(s) which the Tour is scheduled to occur (the "Venue(s)") and for attending the Tour (the "License"). The License may, at the sole and absolute option of MBT, be revoked at any time by MBT with or without additional notification to You, which includes denying You access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by MBT or its contractors.
4. **Lost, Stolen Or Destroyed Tickets.** MBT, its processors and agents assume no legal, financial or other liability whatsoever for any lost, stolen, destroyed or mislaid Tickets. Following the delivery of Your Tickets, You assume 100% risk of loss relating to the Tickets, including any risks of loss associated with lost, stolen, mislaid, or destroyed Tickets.
5. **No Resale.** Ticket purchasers must be 21 years of age and older ONLY. Tickets purchased by You are intended for personal use only. If You obtain Your Ticket(s) from any unauthorized source(s), You fully assume all risks associated with such Ticket(s), including that such Ticket(s) may have been reported lost or stolen or that such Ticket(s) may be counterfeit and in all cases, such Ticket(s) shall be voidable and dishonored by MBT with or without advanced notification to You. You agree that the resale, or the attempted resale by You of any Ticket at a price greater than the face value is strictly prohibited and constitutes a violation of these terms and conditions. In such cases, including any profiting by reselling, trading, or brokering Tickets purchased through the Site, MBT shall have the right to cancel all or part of the applicable ticket order or may, at MBT sole option, elect to put all or part of Your order and all or part of other pending orders in Your name at Will Call. MBT reserves the right to cancel Your order(s) without notification for violating or the suspected violation of the terms and conditions of this provision. MBT also reserves the right to investigate all orders suspected to be in violation of this provision and shall be the final arbiter regarding violations or potential violations hereunder.
6. **Not Redeemable For Cash.** Your Ticket is not redeemable for cash.

7. Changes To Date Or Venue(s): MBT, shall at any time prior to the Tour, have the right to change the Venue(s), Tour Times, Tour Dates or any or all other components of the Tour, at any time, with or without advance notification to You and without any compensation to You. If you do not agree with ANY OF the terms and conditions set forth in this Paragraph OR AGREEMENT, do not purchase Tickets.
8. Tour Cancellation By MBT. Upon the occurrence of a Tour cancellation by MBT, MBT shall have the option to either: (a) elect to issue a refund to the Ticket purchaser of record in an amount equivalent to the face value of Tickets only (or a pro-rata portion thereof, in the Tour of a partial cancellation) or (b) reschedule the Tour for a future date within the 12-month period immediately following the Tour cancellation by MBT. In cases of rescheduling the cancelled Tour for a future date, You shall not be entitled to refund. Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Tour cancellations. If you do not agree with ANY OF the terms and conditions AS set forth in this Paragraph OR AGREEMENT, or if you do not agree with, or agree to assume the allocation of risk TO YOU AS SET FORTH HEREUNDER, do not purchase Tickets.
9. Force Majeure Events. Upon the occurrence of a Tour Cancellation due to reasons other than by as specified in above ("Tour Cancellation By MBT"), including but not limited to, events outside MBT's control, acts of God, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), MBT shall, at its sole and absolute option (a) have the right, but not the obligation, to issue You a refund (including partial refunds on terms specified or contemplated above) or shall at its option, (b) elect to postpone the Tour or (c) cancel the Tour without further legal or financial obligation or liability to you, including the obligation to issue You a refund or to reschedule the Tour. Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Tour cancellations. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set for in the agreement, or if you do not agree with, or agree to assume the allocation of risks that is being transferred to You hereunder, do not purchase Tickets. If MBT elects to issue a refund, the Ticket purchaser of record shall be refunded in an amount equivalent to the face value of Ticket(s) only. If MBT elects to reschedule the Tour for a future date, You may not be entitled to a refund. Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees.
10. Postponement Of Tour. Unless otherwise specified herein, at all times prior to the Tour, MBT reserves all rights to cancel or postpone the Tour or to change the Venue(s), time, the date of the Tour or other Tour-related components without any obligation by MBT to give You additional or prior notice or compensation.
11. Notification Of Tour Cancellation Or Postponement. If Tour is cancelled or postponed, whether in whole or in part, or if the Venue is closed, MBT shall post a notification on the Site relating to such cancellation or postponement.
12. ALL TICKET SALES ARE FINAL, THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES. This Tour is a "Rain or Shine" Tour. Unless otherwise specified herein to the contrary, there shall be NO refunds or exchanges relative to Ticket purchases. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set forth in this agreement, do not purchase Tickets.
13. Ticket Confirmations; Proof Of Delivery. Your Ticket order confirmation shall serve as conclusive and indisputable proof of Delivery of Your Ticket. You agree to notify MBT prior to the start time of the Tour if you have not received Your Ticket.
14. Assumption Of Risks. You assume any and all risks, whether expressly set forth herein, as well as, any other risks and dangers incidental or in any way relating to your presence during the Tour, including any risks that occur prior, during or after the Tour or any risks that are not foreseeable, such as, any and all risks arising from or relating to the acts or omissions of others (including Tour attendees, the Venue(s) owners or operators and its staff, employees and agents; or MBT, the Tour organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees).
15. Prohibited Items And Activities. The following items and activities are strictly prohibited during the Tour: unauthorized vendors or performers; handing out fliers or leaflets; pets; fireworks; radios or other music

players; placards or signs; illegal conduct of any kind; conduct that unreasonably interferes with the enjoyment of the Tour by others or poses a threat to public safety, as determined in the sole discretion of MBT. MBT reserves the right to terminate Your License to the Venue(s) at anytime if You engage in any prohibited activities.

16. Chargeback Disputes. In light of Your agreement to all the terms and conditions contained herein, including that "there shall be NO refunds or exchanges relative to Ticket purchases" as set forth above, You further agree, in conformity therewith that, in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that MBT shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.
17. By making a purchase of ticket, Guest acknowledges and agrees that Guest is at least 21 years of age and can provide proof to Michigan Brew Tours LLC. You cannot share or duplicate tickets. Tickets shall not be used for advertising, promotion (including contests and sweepstakes) or other commercial purposes without the express written consent of MBT.
18. Guests are required to show valid identification to determine their age at the tour starting location. Inability to provide ID will result in Guest's expulsion from the tour without refund.
19. Guest acknowledges and agrees that Guest is embarking on a sightseeing and beer tasting tour, which involves potentially dangerous activities, as well as the consumption of alcohol. Guest assumes the risks associated with the Tour activities.
20. Guest assumes the risks associated with alcohol consumption and takes full responsibility for his or her own actions, safety and welfare. Guest further understands that he or she will be a member of a group and that Guest will conduct himself or herself in a way that does not endanger Guest or the group.
21. Guest agrees to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that Guest's judgment is impaired. Guest understands and acknowledges that many of the MBT activities on the Tour involve the consumption of alcohol, including, but not limited to, various beers, ciders, meads, wines, and distilled spirits. Guest understands the potential risks associated with the consumption of alcohol and acknowledges that Guest does not have or is not aware of any medical condition(s) that would prevent Guest from consuming alcohol or would result in any injury or damage to Guest as a result of Guest's consumption of alcohol. Guest acknowledges and agrees that MBT shall not be responsible or liable for any accident, injury, theft, loss or damage caused by Guest's impaired judgment or negligence. Guest waives any claim which Guest, Guest's heirs, successors assigns, spouse, family members or legal representatives may have against MBT arising from or as a result of any such accident, injury, theft, loss or damage caused by Guest's impaired judgment or negligence.
22. The Guest will be responsible for any and all damage to the vehicle, owned by or hired by MBT, caused by the Guest according to the schedule below:
 - a. Excessive clean up fee - \$150
 - b. Sickness in vehicle - \$300
 - c. Rips/Tears - \$100 or replacement cost, whichever is greater
 - d. Other damage - \$100 or replacement cost, whichever is greater
23. Guest acknowledges that it is the Guest's responsibility to provide for Guest's own accident and health coverage while participating on the Tour. MBT does not provide for any accident or health coverage for any of its guests.
24. Guest understands and acknowledges that the Tour may involve transportation by various motor vehicles, including, but not limited to shuttle, van or bus transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. While Guest understands and agrees that MBT will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Guest understands that MBT assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

25. In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither MBT, nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with MBT, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by MBT's gross negligence or intentional malfeasance.
26. Guest agrees and acknowledges that MBT shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during the Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against MBT arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.
27. Guest assumes the risk of and releases, defends, and holds MBT harmless for any liability, for any death, physical or other injury, loss, or harm suffered by during or as a consequence of Guest's participation or presence in or on any activity that comprises the Tour under any circumstances unless caused by MBT's gross negligence or intentional malfeasance. Therefore, Guest agrees to indemnify, defend, and hold MBT harmless against any liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with any claims for bodily injury, wrongful death, or property damage brought by Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives, except to the extent that any loss or damage is caused by MBT's gross negligence or intentional malfeasance.
28. This Agreement shall be binding on Guest's agents, heirs, and successors or assigns, and shall apply to all sponsors, officers, officials, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with or connected to MBT in anyway.
29. Guest acknowledges and agrees that Guest has read and agrees to the Terms & Conditions as found on the website.
30. Guest hereby gives full consent to MBT to use and publish Guest's likeness on MBT's advertisements; Guest acknowledges that MBT does not have to compensate Guest in any way for the use of Guest's likeness on MBT advertisements. Likenesses include, but are not limited to photographs, images, renderings, and drawings of Guest. Advertisements include, but not limited to MBT's website as well as any brochures, bulletins, digital advertisements, web-based advertisements, and printed advertisements in newspapers and/or magazines.
31. Guest agrees that under no circumstances shall MBT be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, regardless of whether arising from breach of contract or tort, even if MBT was advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen by MBT.
32. To the fullest extent permitted by Law, all parties to this agreement voluntarily and knowingly, WAIVE THE RIGHT TO A TRIAL BY JURY after consulting with counsel (or after having waived the opportunity to consult with counsel). THE RIGHT TO A TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE STATE OF MICHIGAN. THIS WAIVER APPLIES IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) RELATING DIRECTLY OR INDIRECTLY TO THE TERMS OF THIS AGREEMENT. The parties' reciprocal agreement to the waiver set forth in the foregoing sentence is a material inducement to the parties' respective agreements to the other terms of this Agreement.
33. The parties to this agreement agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this agreement through mediation or through binding arbitration in accordance with the principles of the Uniform Arbitration Act, and other related laws of the State of Michigan. THE PARTIES MAKE THE FOREGOING COMMITMENT WITH FULL KNOWLEDGE THAT BY AGREEING TO SUBMIT DISPUTES TO BINDING ARBITRATION, THE

PARTIES ARE AGREEING NOT TO RESORT TO THE COURTS OR THE JUDICIAL SYSTEM, AND ARE WAIVING THEIR RIGHTS TO DO SO. Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition.

34. Guest acknowledges and agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement or the rights and obligations of any Guest in connection with any Tour shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or country's laws. If found to be unenforceable, then each Guest hereby submits to the exclusive jurisdiction and venue of the state courts in Wayne County, Michigan and hereby waives any claim that is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.
35. Links to other websites are provided as a convenience and MBT does not accept any responsibility for the information provided by those links or their use. All trade names and trademarks of the breweries, beers, and bars on our site are the property of their respective owners and licensors.

BY PURCHASING TICKETS, I TESTIFY THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND AGREE TO THE TERMS FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANYONE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. BY PURCHASING TICKETS, I HEREBY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.