

Important Notice:

The sample waiver of liability is on the following page and may be given to customers prior to their admittance on to your property. Please note this waiver does not guarantee that a lawsuit will not be filed against you or that you are guaranteed to prevail if a lawsuit is filed against you. It is a recommended safeguard but does not inoculate you from liability. Prior to use, please review this document with your company legal department or outside counsel. Please note, these protocols are specific to winery tasting rooms. A winery providing a sit-down, dine-in meal should follow the California state guidelines for dine-in restaurants.

Sample Liability Waiver

I acknowledge the contagious nature of the COVID-19 virus and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by visiting or participating in wine tasting at {winery} and that such exposure or infection may result in personal injury, serious illness, permanent disability or death. I understand that the risk of becoming exposed to or infected by COVID-19 at {winery} may result from the actions, omissions, or negligence of myself and others, including but not limited to {winery}, {winery's} employees and other {winery} visitors.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, illness, disability, death, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my visit to or participation in wine tasting at {winery} ("Claims"). I hereby release, discharge, covenant not to sue, and hold harmless {winery}, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of {winery}, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my visit to or participation in wine tasting at {winery}.

Additionally, I am not aware that I have any health conditions that are known to increase my likelihood of experiencing injuries or make me more susceptible to illness while engaging in this activity. I acknowledge and agree to take appropriate precautions, including maintaining good personal hygiene including frequent hand washing or sanitizing and staying at least six feet from persons not in my party or related to me, other than {winery} hospitality personnel. In addition to following all precautions established by {winery}, I will take all steps necessary to reduce the risk of illness to me and my party. I specifically acknowledge and agree that I am not experiencing any symptoms identified by the Centers for Disease Control and California Department of Health, and I have not had a fever or felt feverish without the use of medication, prescription or over-the-counter, in the last 72 hours.

By signing below, I forfeit all right to bring any and all claims against {winery} for any reason. In return, I will be permitted to visit and participate in wine tasting at {winery}. I will also make every effort to follow all safety precautions posted and as explained to me verbally. In addition, I will ask for clarification when needed.

I _____, fully understand and agree to the above terms.
Printed Name

Date: _____

Signature: _____