

*** You may not complete/submit this Agreement on behalf of another person ***

For tours/trips that ORIGINATE IN MEXICO, please read, complete and sign this Agreement:

PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, AND EMERGENCY CONTACT

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

Participant's Full Legal Name (Your Name): _____

Please provide your full name, as it appears on your passport document.

Participant's Email Address (Your Email Address): _____

name@domain.com

I hereby acknowledge that I have voluntarily applied to be a participant in the "tasting tour" trip in Baja California, Mexico (such tour/trip activities may include, but are not limited to: a) transportation by foot or vehicle from a pre-determined location in Mexico, with return transportation or guidance to a location in Mexico, and b) consumption of wine, and/or beer, and/or spirits, and/or non-alcoholic beverages, and/or prepared food (such foods may contain nuts or be prepared in facilities that process nuts), and/or cooked or raw seafood, and/or cooked, raw or cured meats, and/or pasteurized or unpasteurized cheese, and c) walking tours of commercial wine, beer, and/or food preparation facilities, commercial or non-commercial markets, and/or working farms, vineyards or commercial dairy facilities, and d) tractor or wagon tours of vineyards, farms or other similar facilities) organized by Cali-Baja LLC, a California Limited Liability Company doing business as "BAJA TEST KITCHEN" located at 3264 Governor Drive, San Diego, California, 92122-2902 (hereafter "BTK" or "Baja Test Kitchen"). **I AGREE FOR MYSELF, AND (IF APPLICABLE) FOR MEMBERS OF MY FAMILY, TO THE FOLLOWING:**

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted and orally conveyed rules and warnings, and further agree to follow any oral instructions or directions given by BTK, or the employees, representatives, volunteers, agents, contractors or associates of BTK. I understand that BTK reserves the right to require any participant to withdraw from a trip (at his/her own expense) at any time if the trip director deems his/her acts, conduct, or health and welfare to be detrimental to, or incompatible with, the interest, harmony, comfort, or welfare of the trip or that of its other participants. In the case of trip withdrawal, whether required by BTK or voluntary, I agree to be responsible for all the arrangements and costs of my return travel home.

2. ASSUMPTION OF THE RISKS AND RELEASE OF LIABILITY. I am aware that there are certain risks and dangers involved with travel to Mexico. These risks, known or unknown, include, but are not limited to, the hazards arising from travel to a foreign country, travel by car, van, bus, and/or boat or ship, use of camera equipment, plants or animals, accidents, illness, and acts of man, nature or God. I also recognize that there are certain inherent risks associated with the above described trip and tour activities and I hereby voluntarily assume full responsibility for all these and all other hazards which may be encountered on this trip and, except for gross negligence, I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge BTK and its employees, volunteers, agents, representatives, contractors and vendors for injury, loss or damage arising out of my or my family's participation in the trip and tour operated by BTK, and in connection with the use of BTK's owned, leased, or rented vehicles and equipment during the trip, whether caused by the fault of myself, my family, BTK, or other third parties, and whether in The United States of America or in Mexico. I will not hold BTK liable for indirect, incidental, consequential, special or exemplary damages (even if I have been advised of the possibility of such damages), arising from breach of this agreement, or arising from any other provision of this agreement, such as, but not limited to, loss of wages or revenue or anticipated profits or lost business (collectively, "disclaimed damages"). I

agree that BTK's cumulative liability related to direct damages will be limited to the amount I have paid for BTK's services related to this agreement.

3. INDEMNIFICATION. I agree to indemnify and defend BTK against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or (if applicable) my family's booking of, and/or participation in, the trip and/or tour operated by BTK, or my or my family's use of the BTK vehicle(s).

4. FEES AND AGREEMENT TO PAY. If not already paid by the Effective Date of this Agreement, I agree to pay for my tour/trip fees invoiced by Baja Test Kitchen. For fees, costs or bills incurred by me or (if applicable) my family that are not included in my BTK itinerary, I agree to pay directly to the vendors and merchants on my tour/trip. Furthermore, I agree to pay for all damages that are caused by any negligent, reckless, or willful actions by me or (if applicable) my family, to owned, leased/rented or borrowed vehicle(s) or to facilities or equipment belonging to BTK or its vendors.

5. REQUIREMENTS OF PARTICIPATION. BTK tours and trips require that all participants must be in good overall physical health and have at least average mobility and strength, as described in more detail in BTK's Tour & Culinary Workshop Policies (found here: <http://www.bajatestkitchen.com/policies>). I represent that I and (if applicable) my family meet the minimum health and mobility requirements for this tour. I understand that everyone in my family or group must be at least 18 years old to participate in this trip and tour. I agree to produce proper identification and documentation at the time it is requested by Mexican or U.S. authorities, and that I am solely responsible for the safekeeping of my and (if applicable) my family's travel documents. I understand that should I, or my family member(s), not be able to produce the proper travel document(s) or identification, or if the documents/identification I produce come into question, I/they/we may be detained by Mexican or U.S. authorities. In the case that I or my family member(s) are detained by Mexican or U.S. authorities, for any reason, I understand and agree that the other trip participants will proceed without me/them/us to the next tour destination and I will be responsible for all arrangements and costs of my/their/our travel to that destination, or return travel to my home.

6. TOUR POLICIES. I have read and agree to abide by all of BTK's Tour & Culinary Workshop Policies (found here <http://www.bajatestkitchen.com/policies>). Furthermore, I agree not to carry or transport the following items in BTK vehicles: weapons, firearms, ammunition, knives (including pocket knives), non-prescription or illicit/illegal drugs, marijuana (including medical marijuana), drug paraphernalia, fireworks, or incendiary devices. For a more comprehensive list of prohibited items, visit <http://www.cbp.gov/travel/us-citizens/cbp-reqs-mexico>. I understand that BTK does not allow food or beverage (including but not limited to snacks, sodas, candy, fruit, seeds, nuts or gum) to be eaten or transported in BTK vehicles, with the sole exception of one (1) small bottle of drinking water per person. I understand that pets are not allowed in BTK vehicles or on BTK tours. I agree not to smoke or "vape" while on tour. I understand that I will not be permitted to smoke or vape in BTK's vehicles, at rest stops, or on BTK vendor property. I understand that BTK has advised me and (if applicable) my family against bringing large sums of cash, valuable jewelry or watches, designer handbags, expensive camera equipment, computers or tablets, and other item(s) of high monetary worth. I understand that BTK vehicles will be left unattended several times throughout my trip, and as such, I will not leave any items of value in an unattended vehicle.

7. USE OF MY IMAGE. I understand that I may be photographed and/or recorded while participating in BTK activities. BTK reserves the right to use any images, photographs, videos or recordings taken during the tour or workshop for future promotional purposes. By participating in BTK activities, I waive any right to inspect or approve the use of the images or recordings or of any written copy. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings or materials.

8. COMPLAINTS AND DISPUTE RESOLUTION. In the spirit of acting in good faith to resolve any/all issues I have, or may come to have, with Baja Test Kitchen, I agree to surface any dispute or displeasure I have with/about BTK, its service, products, employees, management, representatives, volunteers, agents, contractors, vendors, or associates, in writing with BTK management directly and privately, and before taking any action which is intended, or would reasonably be expected, to harm BTK or BTK's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity for Baja Test Kitchen. I agree that by booking and/or paying for and/or participating in a tour or

culinary workshop with Baja Test Kitchen, or by participating in BTK activities, I will act in good faith to resolve any dispute or displeasure I have before making disparaging or negative remarks in a public forum (online or otherwise) about Baja Test Kitchen, its service, products, employees, management, representatives, volunteers, agents, contractors, vendors, or associates. I further agree not to make any public statements that are false, untrue, do not represent the whole truth regarding the matter, or are purposefully misleading.

9. EFFECTIVE DATE. This Agreement shall become effective (the "Effective Date") upon the date this Agreement is electronically signed by the Participant and submitted to Baja Test Kitchen.

10. NOTICES. I agree that all notices, requests, claims, demands and other communications between the parties shall be in writing. I further agree that notices shall be given a) by delivery in person, b) by a nationally recognized next day courier service, c) by first class, registered or certified mail, postage prepaid, d) by facsimile, or d) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. Notices by email to BTK should be sent to legal@bajatestkitchen.com. All notices shall be effective upon receipt by the party to which notice is given, or on the fifth (5th) day following mailing, whichever occurs first.

11. APPLICABLE LAW AND JURISDICTION. Any legal or equitable claim that may arise from participation in the above shall be resolved under California State law, without regard to its conflict of laws rules. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of San Diego County, California, in the United States of America.

12. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that BTK has offered to refund any fees I have paid, according to BTK's Payment Terms & Conditions (found here: <http://www.bajatestkitchen.com/payment-terms/>), if I choose not to sign this Agreement.

13. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each or them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

14. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

15. MEDIATION AND ARBITRATION. If a dispute arises between the parties, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon and certified mediator in San Diego County, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit any controversy or claim arising out of or relating to this Agreement, or the breach thereof, to be settled by arbitration administered in San Diego County, California by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. ELECTRONIC SIGNATURE AGREEMENT. I agree to the submission of this Agreement to Baja Test Kitchen by electronic means. By selecting the "I AGREE" button at the bottom of this page, I am signing and submitting this Agreement electronically to Baja Test Kitchen. I agree that my electronic signature is the legal equivalent of my manual signature on this Agreement. By selecting "I AGREE" I consent to be legally bound by this Agreement's terms

and conditions. I further agree that my use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Baja Test Kitchen information or instructions via this Agreement, constitutes my signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by me in writing. I also agree that no certification authority or other third party verification is necessary to validate my E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of my E-Signature or any resulting contract between me and Baja Test Kitchen. If applicable, I also represent that I am authorized to enter into this Agreement for my family members and that such persons will be bound by the terms of this Agreement. Before participating in Baja Test Kitchen activities, I understand that I may be asked to, and I agree to confirm this Agreement with a wet (manual/written) signature, however I also agree to be legally bound by the terms and conditions of this Agreement, as electronically signed and submitted without a wet signature, as of the Effective Date.

17. EMERGENCY CONTACT. In case of emergency, please contact: _____

I authorize BTK to contact this person on my behalf in case of an emergency. I understand that Baja Test Kitchen will make a reasonable attempt to contact this person in the case of an emergency, but is under no obligation to make contact.

Emergency Contact's Relationship to Participant: _____

Parent, Spouse, Friend, etc.

Emergency Contact's Phone Number: _____

18. CONSENT TO FIRST AID AND MEDICAL TREATMENT. I hereby consent to receive, and (if applicable) for my family members to receive, first aid and medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during my participation. In the event that the BTK Trip Director feels that I, or (if applicable) my family member should receive medical attention (in the Trip Director's sole, yet reasonable judgment), I hereby consent to emergency medical transport that may be provided by a third party. I acknowledge that no guarantees have been made to me or my family as to the availability, quality or effect of such treatment or transport, nor to the training of those providing transport, medical treatment or care. I agree to be financially responsible for all charges in connection with my, or (if applicable) my family member's emergency transport, medical care, and treatment rendered. In the event that a condition may require medical evaluation or treatment, I understand and agree that BTK and other trip participants will proceed as scheduled to the next tour destination and I will be solely responsible for all arrangements of my medical care, travel planning and costs to travel to that destination, or return to my home.

19. OTHER PARTICIPANT INFORMATION:

Participant's Physical Address (Your Street Address): _____

This is the street address where you legally reside. Please do not provide a Post Office Box.

Participant's Cell/Mobile Phone Number (Your Cell Phone): _____

Please provide a cell phone where you can be reached before and during your tour/trip with Baja Test Kitchen.

Known Allergies and/or Food Aversions: _____

Please describe any known allergies and/or aversions to foods (foods you don't/won't eat). If none, please write "NONE". Baja Test Kitchen will take reasonable precautions to ensure that these foods are not served, however, you understand and agree that it is ultimately your own responsibility to ensure that you do not consume these foods, or foods made with these ingredients. When in doubt, always ask your server or guide before eating.

Participant's Nationality (Your Passport's Issuing Country): _____

Please provide the name of the country that has issued your passport. For re-entry into the United States, U.S. citizens will be required to show a valid U.S. Passport, U.S. Passport Card or SENTRI Card. Non-U.S. citizens will be required to show proof of legal residency (i.e. a "green card" or "permanent resident card") or a valid Visa allowing entry into the United States, in addition to a valid passport.

Participant's Passport Number (Your Passport Number): _____

Found on your passport document. You must have a valid passport to participate in BTK tours/trips.

Participant's Passport Expiration Date (Your Passport's Expiration Date): _____

The date of expiration listed on your passport document. You must have a valid passport to participate in BTK tours/trips.

Do you have a U.S. Department of Homeland Security Redress Control Number? ___ Yes ___ No

A Redress Control Number (aka "Redress Number") is a record identifier for people who apply for redress through the U.S. Department of Homeland Security's Travel Redress Inquiry Program (DHS TRIP). DHS TRIP is for travelers who have been repeatedly identified for additional screening and who want to file an inquiry to have erroneous information corrected in DHS systems.

Do you have a valid and activated Global Entry or SENTRI Card? ___ Yes ___ No

IF YES, YOU SHOULD BRING YOUR CARD. Global Entry and The Secure Electronic Network for Travelers Rapid Inspection (SENTRI) are U.S. Customs and Border Protection (CBP) programs that allow expedited clearance for pre-approved, low-risk travelers upon arrival in the United States. Travelers must be pre-approved by the CBP for the SENTRI or GLOBAL ENTRY programs.

ELECTRONIC SIGNATURE. By signing this Agreement electronically, I certify under penalty of perjury and false swearing that I am the person ("Participant") represented above, I am at least 18-years old, and the information I have provided via this Agreement is correct and complete to the best of my knowledge, including information I have provided about my citizenship or alien status. I also certify that I have read and understand this Agreement, and agree to be bound by its terms and conditions. I understand that an electronic signature ("E-Signature") has the same legal effect and can be enforced in the same way as a written or manual signature. By selecting the "I AGREE" button at the bottom of this webpage, I am signing and submitting this Agreement electronically to Baja Test Kitchen. By typing my name below, I am electronically signing this Agreement.

Type Your Full Legal Name Here, As It Appears on Your Passport - This is Your Electronic Signature

Date of E-Signature and Submission to Baja Test Kitchen (Today's Date): _____

Please enter today's date.

I AGREE

**IF SUBMITTING ON PAPER, SIGN AND DATE BELOW
TO INDICATE YOUR AGREEMENT TO THE TERMS & CONDITIONS ABOVE**

Participant's Signature

Today's Date