

BREWERY AGREEMENT

First Annual LA Beer Week Beer Festival – October 24, 2009

RELEASE OF LIABILITY: The Brewery, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue **L A BEER WEEK**, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with the event entitled **L A BEER WEEK BEER FESTIVAL**, and any other sponsors, individuals, or corporations associated with **L A BEER WEEK** whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the Brewery's participation in **L A BEER WEEK BEER FESTIVAL** INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCE.

COVENANT NOT TO SUE: The Brewery/Brewery Representative, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to **L A BEER WEEK BEER FESTIVAL**. The Brewery/Brewery Representative is aware of Civil Code 1542 and waives its effect.

Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

INDEMNITY AGREEMENT: Brewery/Brewery Representative shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action, personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature, whatsoever, directly or proximately resulting or caused by the act or omission of the Brewery/Brewery Representative, or any of its officers, agents, employees, guests, patrons, or invitees, and the Brewery/Brewery Representative shall, at its sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any Sponsor or any such claim, demand or cause of action, and the Brewery/Brewery Representative shall pay and satisfy any judgment or decree which may be rendered against any Sponsor in any suit, action or other legal proceedings, and the Brewery/Brewery Representative shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by the Brewery/Brewery Representative, its officers, employees, guests, patrons, and invitees.

Signature of Authorized Representative & Date:

Signature

Date

FAX or E Mail to 626 8368388 or d.hart@earthlink.net,

Questions? Contact Brandon Bradford 818.468.9283