



RON DEL BARRILITO VISITORS CENTER

SITE ACCESS TERMS AND CONDITIONS

VISITOR TOTAL RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND
AUTHORIZATION TO USE AND PUBLISH.

THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF
RISK AGREEMENT. THE ACCESS TO THE SITE IS CONDITIONED AND SUBJECT TO
YOUR AGREEING TO THESE TERMS AND CONDITIONS. BY ENTERING THE SITE YOU
ARE WAIVING IMPORTANT LEGAL RIGHTS. YOU ARE ASSUMING THE RISK OF INJURY
TO PERSON AND PROPERTY BY YOUR PRESENCE ON THIS SITE. PLEASE READ IT
CAREFULLY BEFORE.

In consideration of being granted the right to access the **RON DEL BARRILITO VISITORS CENTER** ("Site") owned, operated and managed by Edmundo B. Fernández, Inc. (the "**Company**"), and to take an individual ("**Guest**") on a sightseeing and rum and/or distillery tasting tour ("**Tour**"), and upon the payment of the entrance fee, the Guest hereby agrees to the following terms and conditions:

1. Guest acknowledges and agrees that he/she will embark on a sightseeing and rum tasting excursion which involves the consumption of alcohol and/or food and potentially dangerous activities. Guest assumes the risks associated with alcohol consumption and takes full responsibility for his/her own actions, safety and welfare. Guest further understands that he/she will/may be a member of a group and that Guest will conduct himself/herself in a way that does not endanger Guest, the group or other visitors of the Site and agrees to abide by the Company's rules and safety program, criteria and requirements at the Site and agrees to follow all safety instructions and directions provided by the Company's Staff at the Site.
2. Guest understands and acknowledges that many of the activities on the Tour involve the consumption of alcohol, including, but not limited to, rum and/or other alcoholic beverages. Guest agrees to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that Guest's judgment is or may become impaired.
3. 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 specifically acknowledges that most alcoholic beverages are made from numerous, different ingredients and that Guest does not have any allergy or allergies that would prevent Guest from consuming any such alcoholic beverage. Guest further acknowledges that it is Guest's sole and absolute responsibility to make the Company aware in writing prior to the beginning of the Tour of any known allergies.
4. **LEGAL DRINKING AGE IS REQUIRED.** To be a Guest of the Site you must be of legal drinking age. By entering the Site and taking the Tour you acknowledge that our facilities serve and/or sell alcoholic beverages and food. By accessing the Site you represent and affirm that you are over the age of 21. The Company makes every effort to ensure that alcoholic

beverages are not delivered to or served to anyone who is under the age of 21. If you do not agree with these conditions of use please do not use this Site. If you intentionally or unintentionally misrepresent your age in order to consume alcohol or provide alcohol to a person under the age of 21, the Company will exclude you from the premises and seek to have you prosecuted to the fullest extent allowable by law.

5. The Company neither promotes nor condones "binge" drinking and reserves the right to remove from the Tour any Guest that displays signs of alcohol abuse or overconsumption of alcohol. Additionally, aggressive, offensive or otherwise inappropriate behavior exhibited by any Guest at any point during the Tour will result in the Guest's removal. Third party transportation will be ordered for any Guest removed during the course of the Tour and Guest agrees that Guest will be responsible for any and all cost(s) associated with such transportation.
6. Guest acknowledges that it is Guest's responsibility to provide for Guest's own accident and health coverage while participating on the Tour. The Company does not provide for any accident or health coverage for any of its guests.
7. Guest acknowledges and agrees that the Company will not be responsible or liable for any accident, injury, theft, loss or damage whatsoever sustained by Guest or to any personal property brought on the Tour by Guest, which may occur in conjunction with any activity on the Tour. Guest waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against the Company arising from or as a result of any such accident, injury, theft, loss, or damage. It is therefore understood that all personal property that Guest brings on a Tour is brought at Guest's sole risk and is Guest's sole responsibility.
8. The entrance fee, as applicable, is for the access to the Site and the Tour and related activities. Parking is provided free of charges and the Guest's own risk. The Company is not responsible or liable for any damage to vehicles and/or loss or damage whatsoever to any personal property left in the vehicles.
9. **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE.** By acknowledging the Company's Website and entering the Site, Guest hereby **RELEASES** and **FOREVER DISCHARGES** the Company, its direct and indirect contractors and subcontractors, its officers, directors, agents, employees, sureties, insurers, successors and assigns of those parties ("Releasees"), from and for ANY AND ALL CLAIMS, LOSSES OR DAMAGES AND ANY CLAIM OR DEMANDS THEREFOR OF WHATSOEVER NATURE (including, without limitation, legal fees and disbursements) ON ACCOUNT OF BODILY INJURY, DEATH OR PROPERTY

DAMAGE (INCLUDING THE LOSS OF USE THEREFROM) ARISING OUT OF, ARISING FROM OR IN ANY MANNER RELATED OR CONNECTED TO THE VISIT TO OR TOUR OF THE SITE OR THE ENTRY BY THE UNDERSIGNED UPON THE SITE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FROM DANGERS OR DAMAGES CAUSED BY WILLFUL OR NEGLIGENT CONDUCT OF GUEST AND/OR BY OTHERS.

10. Guest assumes the risk of and releases, holds harmless and agrees to defend the Company from any liability, any death, physical or other injury, loss, or harm suffered by Guest during or as a consequence of Guest's participation or presence in or on any activities that comprises the Tour, under any circumstances. Therefore, Guest agrees to indemnify, defend, and hold the Company harmless against any liability, damages, defense costs (including attorneys' fees), or from any other costs incurred in connection with the claims for bodily injury, wrongful death, or property damage brought by Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to my participation in the visit to the Site.
11. Guest specifically and expressly agrees that under no circumstances shall the Company 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 the Company was advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen by the Company.
12. To the fullest extent permitted by law, Guest hereby **RELEASES, WAIVES, REMISES AND FOREVER DISCHARGES, AND AGREES TO INDEMNIFY and HOLD HARMLESS** and covenants not to sue the Company, its individual officers, administrators, employees and agents, acting officially or otherwise, from any and all liability, arising from my negligence or otherwise, as a result of my visit to the site, including, but not limited to, liability for property damage or loss, or bodily, personal or mental injury, including death.
13. **AUTHORIZATION TO USE AND PUBLISH.** Guest hereby gives full consent to the Company to use and publish Guest's likeness on the Company's advertisements. Guest acknowledges that the Company does not have to compensate Guest in any way for the use of Guest's likeness on its advertisements. Likenesses include, but are not limited to photographs, images, renderings, and drawings of Guest. Advertisements include, but are not limited to, the Company's Website as well as any brochures, bulletins, digital advertisements, web-based advertisements, and printed advertisements in newspapers and/or magazines.

14. Guest agree that 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 the Company in any way.
15. Guest further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Puerto Rico, and that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
16. This Agreement shall be governed by, construed and interpreted in accordance with, the substantive laws of the Commonwealth of Puerto Rico, without giving effect to any conflict of laws principle or rule that might result in the application of the laws of another jurisdiction. By acknowledging the Company's Website and entering the Site, Guest hereby submits to the exclusive jurisdiction and venue of the Court of First Instance of the Commonwealth of Puerto Rico, waives any defense, whether asserted by motion or pleading, that the Court of First Instance is an improper or inconvenient venue and expressly reject and waive the jurisdiction of the United States District Court for the District of Puerto Rico to the extent applicable as well as the right to the trial by jury of any dispute arising in connection with this Agreement, its interpretation, implementation, consequences and/or effects.

THE ACKNOWLEDGEMENT OF THIS DOCUMENT AND ENTERING OF THE SITE MEANS THAT THE GUEST HAS READ THIS RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND AUTHORIZATION TO USE AND PUBLISH, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS WILL BE WAIVED, AND IS AGREED TO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE AND IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRODUCT RETURN AND EXCHANGE POLICY

Product (other than rum) returns within 30 days of the purchase will be honored subject to: presentation of purchase receipt; (ii) unused and (iii) in same condition as when purchased. Rum products, tour entrance and drink purchases are non-refundable.

POLÍTICA DE DEVOLUCIONES Y CAMBIOS DE PRODUCTOS

Devoluciones de productos (que no sea Ron) dentro de 30 días de la compra será honrado sujeto a: (i) presentación del recibo de compra; (ii) que no haya sido usado y (iii) que se encuentre en la misma condición que cuando se compró. Los productos de Ron, la entrada del Tour y las compras de bebidas no son reembolsables.