

500 Linden Street Fort Collins, Colorado 80524 USA Phone: (970) 221-0524 Fax:(970) 494-7851 www.newbelgium.com

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement (this "<u>Agreement</u>") is entered into by and between New Belgium Brewing Company, Inc., a Colorado corporation ("<u>NBB</u>"), with an office at 500 Linden Street, Fort Collins, Colorado, and the following organization (the "<u>Organization</u>"):

Name of Organization: Adventures for the Cure

State in which Incorporated (if applicable): Maryland

Address of Principal Office: 6030 Marshalee Drive, Suite 578

Elkridge, MD 21075-5935

Name of Authorized Agent for Organization: Adam Driscoll Telephone Number of Authorized Agent: 443-823-0819

Recitals

A. The Organization is involved in an event known as the Patapsco 100 to be held on July 7, 2013 (the "Event"); and

B. The Organization has requested that NBB donate certain products and merchandise, including malt beverages, for the purpose of benefiting the Organization and assisting in its charitable purposes.

<u>Agreement</u>

In consideration of the premises and the mutual covenants and obligations contained herein, and in consideration for NBB's provision of the requested products, NBB and the Organization agree as follows:

- 1. <u>Conduct of Organization</u>. In connection with the Event, the Organization shall comply, and shall ensure that all volunteer and non-volunteer workers shall comply, with all applicable Federal, state and local laws and regulations, including those related to the handling and service of food and alcoholic beverages. The Organization agrees to be responsible for ensuring that alcohol is dispensed in a safe and legal manner at the Event and, accordingly, agrees to take the following steps:
 - a. Ensure that all volunteer and non-volunteer workers assisting the Organization at the Event meet the minimum age requirements to dispense, sell, and/or handle alcoholic beverages in the state of the Event:
 - b. Ensure that alcohol is dispensed only to persons twenty-one (21) years of age or older by inspecting all photo identifications of attendees who wish to consume alcohol and requiring that wrist bands be worn by all attendees eligible to consume alcohol;
 - c. Refuse to serve alcohol to any attendees who are inebriated;
 - d. Ensure that food and non-alcoholic beverages are available for attendees to consume at the Event:
 - e. Ensure that sufficient on-site security and first-aid is provided at the Event; and
 - f. Ensure that all volunteer and non-volunteer workers assisting the Organization at the Event are sober and refrain from consuming alcohol while volunteering at the Event.

- Representations of Organization. The Organization hereby represents, warrants and agrees that:
 - a. it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement;
 - b. the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound;
 - c. it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, including a proper liquor license for the Event:
 - d. it is a tax exempt, charitable or not-for-profit entity as defined under Section 501 of the Internal Revenue Code: and
 - e. the person signing this Agreement on behalf of the Organization has the full authority to do so.
- Liquor Liability Insurance. The Organization agrees to have liquor liability insurance in place for the Event, a copy of which shall be provided to NBB at least ten (10) days prior to the Event.
- Release. The Organization hereby agrees for itself, its members, its volunteer and nonvolunteer workers at the Event, and any parties related thereto, to waive and release NBB, its parent, its subsidiaries, its affiliates, officers, directors, agents and employees (collectively, "Indemnitees") from any and all present and future expenses, damages, claims (including any such claims that allege negligent acts or omissions of NBB), suits, losses, actions, judgments, liabilities and costs (including reasonable attorneys' fees) (hereinafter referred to as "Claims") arising from, and which are in any way connected with, the use, storage, hauling or consumption of the products donated by NBB to the Organization. The Organization understands that any and all risk associated with the use, storage, hauling or consumption of the products donated by NBB, whether known or unknown, is expressly assumed by the Organization and all claims, whether known or unknown, are expressly waived in advance.
- Indemnification. The Organization hereby agrees for itself, its members, its volunteer and non-volunteer workers at the Event, and any parties related thereto, to indemnify, defend and hold harmless the Indemnitees from any and all present and future Claims arising from, and which are in any way connected with, the use, storage, hauling or consumption of the products donated by NBB to the Organization.

The undersigned parties declare and represent that they have carefully read the foregoing statements and understand the contents thereof and have signed this Agreement by their properly authorized signatories.

ADVENTURES FOR THE CURE	NEW BELGIUM BREWING COMPANY, INC.
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date: