

EMPLOYEE AGREEMENT REGARDING CONSUMPTION OF ALCOHOL AND RELEASE OF LIABILITY

I understand that enjoying alcohol at _____ (“Company”), whether on work premises or at a Company event, is entirely at my own option, and that I am fully responsible for my behavior.

I agree to and acknowledge the following:

- I will act with good judgment.
- Under no circumstances will I irresponsibly drink and drive.
- I will abide by all applicable law regarding the consumption of alcohol and operation of a vehicle.
- I acknowledge that drinking alcohol at work or with my colleagues is not “time off” from the Company Code of Conduct – all rules, particularly anti-harassment and anti-discrimination rules, still apply.
- I will not enter the bar at Company (the “Bar”) on weekends or when the Bar is identified as “closed” (whether through written rules or oral instructions from other employees).
- I will not bring any guests or persons who are not also employees of Company into the Bar at any time. If I want to bring a non-employee to the bar, I will get permission from a VP.
- I acknowledge that drinking alcohol at work or in the Bar is a privilege that can be taken away from all employees or me individually at any time.
- I acknowledge that inappropriate behavior while consuming alcohol can subject me to discipline, up to and including termination.

In consideration of being permitted to enjoy alcoholic drinks at the Bar at Company and/or at any social events Company hosts at which alcohol is served (together, the “Activities”), I, _____ [EMPLOYEE NAME], hereby release, waive, discharge and covenant not to sue Company, its parents, subsidiaries or other affiliates, officers, agents or employees (“Releasees”) from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may cause or sustain resulting from my participation in or in any way connected with my participation in such Activities, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise.

I am fully aware that participation in these Activities is entirely optional, and involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said Activities, knowing that the Activities may be hazardous to me and my property. I

understand that Company does not require me to participate in these Activities, and that my choice to participate in such Activities is entirely voluntary. I assume full responsibility for any risks of loss, property damage or personal injury, including death, that I or my property may cause or sustain as a result of being engaged in such Activities, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in these Activities. It is my express intent that this Employee Release and Waiver of Liability and Indemnification Agreement ("Release") bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in these Activities, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority, have signed under my own free will and am suffering under no legal disabilities. I understand that my signed waiver may be retained in my employee personnel file.

Signature

Date