

Terms Of Purchase

The Terms of Purchase are between you, the purchaser and the purchaser's guests (together "you" or "the Participant") and Workpress Collectives, LLC., doing business as Wines in the Fork, a Tennessee Limited Liability Company ("Wines in the Fork"). In consideration of the consent of Wines in the Fork to provide you with services, you voluntarily agree to the following terms and conditions of purchase. If you do not agree to these terms, please do not purchase a ticket.

Eligibility

The Wines in the Fork experiences, to include Creek Dinners, Premier Creek Experience, Tasting Board and Experience and standard Tasting Room experience, are intended for adults. Due to the service of alcohol, length of the event, the family-style service, and out of respect for all of our guests, participants must be 21 years of age to participate. Additionally, participants may not bring animals of any sort.

Weather

All events proceed rain or shine except when notified in advance by Wines in the Fork. In the event of hazardous weather conditions, Wines in the Fork will arrange for indoor shelter or reschedule event to rain date noted in confirmation email. Absent an evacuation situation, under no circumstances will a Participant be entitled to a refund or additional financial accommodations due to poor weather conditions.

Force Majeure

Any delay in whole or in part in the event caused by the occurrence of any fire, flood, earthquake, elements of nature or acts of God, pandemic or widespread illness, acts of war,

terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of Wines in the Fork shall be excused and not considered a breach of this Agreement, nor shall it entitle the Participant a refund on the purchase amount.

Refunds and Cancellation

Due to the nature of the event, no refunds or credits will be given if the Participant is unable to attend. However, tickets can be transferred to someone else. You will be able to transfer your reservation from the reservation confirmation in your Tock profile or by clicking "Manage" from within your reservation confirmation email. Transferring your tickets is your responsibility.

In the case of the dinner being postponed due to weather or other circumstances beyond our control, the dinner will be rescheduled on the "rain date" noted in the confirmation email, and all purchases will be honored for the rescheduled future event date. No monetary refunds will be issued. If a guest is unable to attend the rescheduled event, Wines in the Fork will issue a credit for the original purchase amount, less a 10% processing fee, for the guest to use toward another Wines in the Fork event of their choice.

Please note that in the event a refund is issued, Wines in the Fork will retain a 20% processing fee, which will be deducted from the refund amount.

Dietary Accommodations

Due to the family style nature of our Creek Dinners and in order to uphold the highest quality standards, we can only guarantee accommodations for vegetarian requests.

Attire

No refunds or accommodations will be provided as a result of improper attire worn by the Participant. Creek Dinners and the Premier Creek Experience take place in the creek, so please wear proper attire and appropriate shoes. A jacket and/or blanket is recommended as it often gets cool in the evening during fall events.

Personal Items

We are not liable for lost or stolen property of Participants. If the Participant misplaces an item, Wines in the Fork will do our best to get it back to the Participant.

Limited License

Wines in the Fork reserves the right to refuse admission to or eject any Participant whose conduct is deemed to be disorderly, or any Participant who fails to comply with the terms and conditions herein.

Media License

The Participant consents to Wines in the Fork commercial, journalistic and internal use of any media image, audio or visual, taken by, on behalf of, or for the use of Wines in the Fork during your participation in the event.

Assumption of Risk

By purchasing an event ticket, the Participant chooses to voluntarily participate with the full knowledge that the activity may be hazardous to your person or property, as well as the person and property of others. By participating in the event, the Participant represents and warrants that s/he knows of no medical or physical reason why s/he should not participate in the activities.

Release and Waiver

YOU ASSUME ALL RISK AND DANGER INCIDENTAL TO THE EVENT WHETHER OCCURRING PRIOR TO, DURING, OR AFTER SAID EVENT. EACH PARTICIPANT KNOWINGLY AND VOLUNTARILY RELEASES, WAIVES, DISCHARGES AND RELINQUISHES OUTSTANDING IN THE FIELD'S OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY "THE RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS, INJURIES (INCLUDING DEATH), ILLNESS, PROPERTY LOSS OR DAMAGES INCLUDING LEGAL FEES, COSTS, MEDICAL EXPENSES AND EXPENSES OF ANY KIND OR NATURE WHICH ARISE FROM OR RELATE TO PARTICIPANT'S TIME AND ACTIVITIES AT THE EVENT AS A RESULT OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF RELEASEES.

Limitation of Liability

WINES IN THE FORK SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to defend, indemnify, and hold harmless Wines in the Fork from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses including but not limited to attorney's fees arising from any loss, injury or other damage resulting from your negligence or act resulting in harm to another patron attending the event.

Jurisdiction

You agree to submit to the exclusive jurisdiction of any state or federal court located in the County of Williamson, Tennessee,

United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Arbitration

The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference. In the event that the dispute, claim or controversy is not resolved through negotiation all claims and disputes are to be settled by binding arbitration in the State of Tennessee. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.