

ROASTERS GUILD OF AMERICA

PARTICIPANT RELEASE OF LIABILITY AND INDEMNITY

READ BEFORE SIGNING

Description and Date(s) of Event (the "Event"):

Date: August 13-16, 2009

Event: Roaster's Guild of America 9th Annual Retreat, Skamania Lodge in Stevenson, Washington

In consideration of being permitted to attend and participate in the Event, the undersigned participant certifies to the Roasters Guild of America ("RGA") and agrees as follows.

Age. I am at least 21 years of age.

Equipment and Danger. I understand that coffee roasting and brewing equipment may be operated at the Event and that such equipment may cause injury to myself or others if not operated properly. I certify that I am experienced in the operation of such equipment and meet the experience requirements of RGA membership. I will at all times operate the equipment and conduct myself with due care and with consideration for the safety of others.

Release and Indemnity. By participating in the Event and executing this Participant Release of Liability and Indemnity ("Release"), I release RGA, the Specialty Coffee Association of America and their respective officers, directors, employees, members and agents (the "Released Parties") from any and all liability for any injury, loss, or damage arising out of or in connection with my participation in the Event (other than the gross negligence or willful misconduct of the Released Parties). I further agree to indemnify and hold the Released Parties harmless from and against any liability for any injury, loss, damage, cost or expense arising out of or in connection with my negligence or willful misconduct at or in connection with the Event.

Governing Law; Arbitration. This Release will be governed by, and its provisions enforced in accordance with, the laws of the State of California, without regard to its principles of conflicts of laws. In the event a material dispute arises under this Release, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who is a lawyer) in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All such arbitration shall be confidential and shall take place at an office of the American Arbitration Association located in Los Angeles County, California. Each party is entitled to depose one fact witness and any expert witness retained by the other party and to conduct such other discovery as the arbitrator deems appropriate. The arbitrator has no authority to award attorneys' fees or punitive damages. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

Date: _____

(Printed name)

(Signature)

Address: _____ Apt # _____ City: _____ State: _____

Zip: _____ Emergency Phone: (____) _____

**PLEASE READ AND FAX BACK TO 562.624.4101 ASAP
THIS SIGNED DOCUMENT IS ABSOLUTELY NECESSARY FOR YOUR
PARTICIPATION AT THE 2009 ROASTERS GUILD RETREAT**