



MEMBER EVENT LIABILITY WAIVER

SHORT-FORM RELEASE AND INDEMNIFICATION AGREEMENT

Houston, Texas | Version 2026.08 | Draft for Texas counsel review

IMPORTANT: This agreement affects your legal rights. It includes an assumption of risk, a release of claims - including certain claims based on ordinary negligence - and an agreement to indemnify and hold harmless the released parties.

By moving forward with, purchasing, or renewing this membership, or by checking the required online acceptance box, I confirm that I am at least 18 years old and voluntarily agree to this Agreement.

1. Participation and Assumption of Risk

Participation in Noir Black Professionals Dining Clubs events is voluntary. I knowingly accept the risks associated with dining, beverages, venues, parking, travel, and interaction with others, including food allergies or cross-contact, foodborne illness, choking, burns, slips or falls, communicable illness, alcohol-related injury, third-party conduct, transportation incidents, and loss of or damage to personal property. I accept responsibility for my health, safety, conduct, transportation, and belongings before, during, and after each event.

2. Food, Alcohol, and Medical Responsibility

I will communicate allergies, dietary restrictions, accessibility needs, and relevant medical concerns when requested, but understand that Noir and the Event Venue cannot guarantee an allergen-free environment. If I consume alcohol, I confirm that I am at least 21 years old, will drink responsibly, will not drive impaired, and will arrange safe transportation. I authorize reasonable emergency assistance, including calling 911, and accept responsibility for resulting costs.

RELEASE OF LIABILITY - INCLUDING ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE NOIR BLACK CHAMBER OF COMMERCE INC., THE NOIR BLACK PROFESSIONALS DINING CLUBS INITIATIVE, EACH EVENT VENUE, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS, SPONSORS, AFFILIATES, OWNERS, MANAGERS, SUCCESSORS, AND ASSIGNS FROM CLAIMS, DAMAGES, LOSSES, COSTS, OR LIABILITIES ARISING FROM MY MEMBERSHIP OR PARTICIPATION IN A NOIR EVENT, INCLUDING PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS, AND INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY. THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INTENTIONAL HARM, OR CLAIMS THAT CANNOT LAWFULLY BE WAIVED.

INDEMNIFICATION AND HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NOIR BLACK CHAMBER OF COMMERCE INC., THE NOIR BLACK PROFESSIONALS DINING CLUBS INITIATIVE, EACH EVENT VENUE, AND THE OTHER RELEASED PARTIES FROM CLAIMS, DAMAGES, LOSSES, COSTS, AND REASONABLE ATTORNEYS' FEES ARISING FROM MY ACTS, OMISSIONS, CONDUCT, OR NEGLIGENCE; MY VIOLATION OF LAW, NOIR POLICY, OR VENUE RULES; MY BREACH OF THIS AGREEMENT; OR INJURY OR PROPERTY DAMAGE CAUSED BY ME. THIS OBLIGATION DOES NOT APPLY TO A RELEASED PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INTENTIONAL HARM, OR TO THE EXTENT PROHIBITED BY LAW.

3. General Terms and Electronic Acceptance

Event venues and vendors may be independent businesses, and Noir does not control their premises, food preparation, alcohol service, parking, transportation, or operations. This Agreement applies to all Noir events during my membership term, binds my heirs, estate, and representatives, survives the end of membership, and is governed by Texas law. Any guest must separately accept an applicable waiver. If any provision is unenforceable, the remaining provisions remain effective. My electronic acceptance is intended to be legally binding.

☐ I HAVE READ AND AGREE TO THIS MEMBER EVENT LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT. BY MOVING FORWARD WITH MY MEMBERSHIP, I AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS NOIR BLACK CHAMBER OF COMMERCE INC., THE NOIR BLACK PROFESSIONALS DINING CLUBS INITIATIVE, AND EACH EVENT VENUE AS STATED ABOVE. I INTEND MY ELECTRONIC ACCEPTANCE TO SERVE AS MY LEGALLY BINDING SIGNATURE.

DRAFT FOR REVIEW BY A TEXAS-LICENSED ATTORNEY BEFORE IMPLEMENTATION.