



## Velocipede Tours, LLC Rights Given and Liability Waiver

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Except where prohibited by law, I hereby grant Velocipede Tours, LLC the perpetual and royalty-free right to make and/or utilize both video recordings and visual still images of me, whether recorded prior to or subsequent to the tour, with or without my knowledge. This includes using audio/video or other image, voice or likeness of me without limitation for purposes of advertising and promotion. Nor is Velocipede Tours, LLC obligated in any way to use recorded material for any reason.

I understand that participating on the party bike provided by Velocipede Tours, LLC is a potentially dangerous activity. I assume the risk that I may be injured and/or injure someone else while using the party bike provided by Velocipede Tours, LLC. I assume all risks associated with my use of the party bike provided by Velocipede Tours, LLC as well as all risk of loss, theft or damage of personal property while using or being present on the aforementioned party bike, or at any establishments/locations where the tour may visit or at any other time and any other location before, during and after the tour.

I will not bring any action against Velocipede Tours, LLC, its owners, managers, employees, successors and/or assigns, for personal injury, property loss, or property damage, including any action of negligence, breach of warranty, products liability or strict liability, and hereby forever waive, on my own behalf and on behalf of my successors and/or assigns, any and all rights to bring such action.

I affirm that I am at least twenty-one years of age and of sound and sober mind and capable of agreeing with this Release. Further, I agree that I understand all the language in this document and what I am doing and agreeing not to do by signing it. If I did not fully understand what this document means, I would not sign this document or use a party bike provided by Velocipede Tours, LLC until I had been advised regarding it by my own attorney. I further agree to release, indemnify and hold harmless the owners and manufacturers of the party bike from any liability against any and all claims, including damages or demands of third parties, including but not limited to, successors and assigns, as a result of my use of the party bike provided by Velocipede Tours, LLC.

All rules regarding behavior apply to all passengers before, during and after tours. Inappropriate behavior will result in the offending passenger(s) being asked to disembark immediately. No refund will be issued to passengers(s) asked to disembark. Passengers will be responsible for their own transportation from point of disembarking. Inappropriate behavior includes but is not limited to:

- Extreme intoxication
- Foul Language or Gestures
- Public urination /vomiting / littering
- Loitering more than 5 minutes after tour
- Excessive noise/screaming
- Standing while on the bike or jumping off the vehicle while it's in motion
- Any other inappropriate behavior or violation of local, state and federal laws

Any transgressions of the above restrictions may result in the Tour Manager ending the tour immediately and causing a minimum \$300 Late/Damage/Violation Fee to be charged to the offending rider's credit card. No refund will be issued for tours ended early due to passenger behavior.

The Tour Manager is responsible for the party bike and his/her decisions are final.

A \$100 fee will be charged to tour riders not returning to the starting point.

**Release of Liability:**

I NOR ANYONE ON BEHALF OF MYSELF, OR MY HEIRS, EXECUTORS OR ASSIGNS WILL AGREE NOT TO BRING ANY CLAIM OR LAWSUIT AGAINST VELOCIPEDA TOURS, LLC OR ITS OPERATORS, OWNERS OR MANAGERS AND FOREVER DISCHARGE THE ACTIVITY ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, FEES, EXPENSES (ALSO INCLUDING ATTORNEY'S FEES) CAUSES OF ACTION OR LIABILITIES OF ANY NATURE WHATSOEVER, WHICH I MAY NOW HAVE OR WHICH MAY ARISE, OR HEREAFTER BE ENTITLED TO ASSERT (IN TORT, CONTRACT, STATUTE OR OTHERWISE) AGAINST EACH OR ANY OF THEM, FOR ANY MATTER, CAUSE OR THING, ANY INJURY, NEGLIGENCE, LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DEATH, LOSS OF ENJOYMENT OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER, WHETHER DIRECT, COMPENSATORY, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL ARISING FROM OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE ACTIVITIES AND SERVICES PROVIDED BY VELOCIPEDA TOURS, LLC

**Complete Release:**

I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS OF THE UNDERSIGNED AGAINST THE ACTIVITY ENTITIES OF VELOCIPEDA TOURS, LLC AND THAT NO ACTION WILL BE TAKEN BY ME OR ON MY BEHALF WITH RESPECT TO ANY SUCH RIGHTS.

**ALL RIDERS MUST READ AND SIGN IN BLUE OR BLACK INK**

I have read, understood, and I agree to the above provisions.

Name (print): \_\_\_\_\_

Date of Birth: \_\_ / \_\_ / \_\_\_\_

Signature: \_\_\_\_\_

Today's Date: \_\_ / \_\_ / \_\_\_\_