

# Release of Liability and Waiver



Name: \_\_\_\_\_

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

Emergency Contact Number: \_\_\_\_\_

Date of Tour: \_\_\_\_\_

In consideration of Peech Development, Inc., d/b/a Amazing Pubcycle ("AP") allowing me to participate in an Amazing Pubcycle Tour, I hereby take action for myself, my personal representatives, heirs, successors and assigns, and I agree to the following:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN AN AMAZING PUBCYCLE TOUR.

I understand that participating in a Tour is a potentially dangerous activity, similar to riding a bicycle. I understand that if I have any risk concerns, I should discuss these with the Tour Driver before I sign this document and before the Tour begins. I understand that I may be injured or may injure someone else while participating. I agree to stay seated in or on a seat while the vehicle is in motion. I agree that AP is not responsible for the conduct of other persons or of the conditions of any biking surface. I assume all risks associated with my participation.

I release and waive any and all claims or actions which are in any way connected to or arise from my participation against AP, its affiliates, subsidiaries, successors, or assigns, as well as its owners, directors, employees, or volunteers and their affiliates, subsidiaries, successors, or assigns. I am aware that such claims could include but are not limited to negligence, breach of warranty, product liability, strict liability, injury, death, loss, theft, or damage to property, which may result from the actions or omissions of AP or from other participants. I further release all claims related to the manufacturer and use of equipment provided and used by AP. I shall defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees), and hold harmless AP, for my actions or omissions, which cause harm or damage to AP or any third party during my participation in an Amazing Pubcycle Tour.

I certify that I have no medical or physical conditions that could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition. I acknowledge that I am solely responsible for determining my suitability to participate. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the cost of such injury or damage myself. I agree that in the event of any dispute or claim related to my Tour, which I am unable to work out directly with AP, the controversy will be reached through the courts of general jurisdiction in Asheville, North Carolina. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions. I understand that my participation may be photographed, filmed, or otherwise recorded. I agree to allow these recordings to be used for any legitimate purpose by AP or its affiliates, subsidiaries, successors, or assigns, without compensation.

THIS RELEASE AND WAIVER EXPRESSLY INCLUDES INDEMNIFICATION FOR ANY NEGLIGENCE.

I acknowledge that AP offers the use of a free helmet for me to wear on the tour, and I am aware of the dangers of not wearing a helmet, whether or whether not I choose to wear a helmet.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT AND I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

**IT IS ILLEGAL TO CONSUME ALCOHOL IN CERTAIN PUBLIC AREAS AND DOING SO MAY RESULT IN FINES OR ARREST. YOU AGREE TO ASSUME SUCH RISK.**

All riders aboard on tours that consume alcohol must be 21 years of age or older. Such riders may bring beer or wine on board as allowed by law- no hard liquor. All alcoholic beverages and people holding them must remain on the Pubcycle at all times. Inappropriate behavior will result in the Tour Driver asking the renter to ask the offending passenger(s) to immediately disembark the Amazing Pubcycle Tour. I agree that drinking alcohol may or may not inhibit my ability to perform activities that require coordination, balance and control.

If I choose to drink alcohol, I am solely responsible for monitoring the amount I consume and that I agree not to consume alcohol in excess of my ability to perform the activities required in safely using the AP. If I at any time during the ride, feel like I cannot perform the activities involved in safely riding the AP, I will notify the driver immediately.

Signature \_\_\_\_\_ Date \_\_\_\_\_