

Liability Waiver, Behavior Agreement and Photo/Video Release



In consideration of the risk of injury while participating in Black Hills Party Pedaler party bike (the "Activity"), and as consideration for the right to participate in the Activity, I, (name printed on page 2), hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Black Hills Party Pedaler, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

RELEASE OF LIABILITY

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Black Hills Party Pedaler against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Black Hills Party Pedaler incurs any of these types of expenses, I agree to reimburse Black Hills Party Pedaler.

I acknowledge that Black Hills Party Pedaler and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Black Hills Party Pedaler.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Black Hills Party Pedaler AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Black Hills Party Pedaler FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Black Hills Party Pedaler, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Black Hills Party Pedaler agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

BEHAVIOR AGREEMENT

It is my responsibility to follow all laws, ordinances, rules, and regulations at all times while participating in the Activities. I also understand that I am expected to avoid inappropriate behavior on the Activities. These rules include, but are not limited to:

1. All riders must be 18 years of age or older and all riders less than 18 years of age must be accompanied by a legal guardian. If alcohol is on board, all riders must be 21 years of age or older.
2. All laws and rules regarding alcoholic beverages apply to all passengers before, during and after the tour and must be in compliance of the local municipal laws.
3. Any person arriving in an intoxicated condition shall not be allowed to board the Black Hills Party Pedaler.
4. The Black Hills Party Pedaler Driver is responsible for the Black Hills Party Pedaler and his/her decisions are final.
5. Any and all open alcoholic beverages will be collected and discarded five minutes before the tour ends.
6. 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 and may result in forfeiture of any applicable deposits. Passenger(s) 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
 - Giving alcohol to non-passengers
 - Littering
 - Public urination /vomiting
 - Excessive noise/screaming

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

PHOTO/VIDEO RELEASE

I understand that Black Hills Party Pedaler collects, records, publishes, posts, transmits, and displays audio/visual "media" (images, recordings, videos, and other media). With this understanding, I give permission for Black Hills Party Pedaler to collect, record (on film or otherwise), publish, post, display and transmit such media for any purpose. I hereby voluntarily release and hold harmless Black Hills Party Pedaler, its directors, employees and agents acting officially or otherwise, from all manner of suits, actions, claims, demands, and liabilities which may arise from such media participation. I understand that all media remains the property of Black Hills Party Pedaler, and waive all rights to royalties, entitlements, payments, or any other compensation or quid pro benefits which might arise from Black Hills Party Pedaler's acquisition, storage, display, publication, posting, or distribution of media of myself as described herein.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Printed Name	Signature	Date	Y____ N____ Helmet (Initial)
Printed Name	Signature	Date	Y____ N____ Helmet (Initial)
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Printed Name	Signature	Date	Y____ N____ Helmet (Initial)

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____