

Release of Liability and Assumption of Risk



Booking Rider: _____ Phone: _____

Conductor: _____ Date: _____ Time: _____

In consideration of the services of The Trolley Bike, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "The Trolley Bike") I hereby agree to release and discharge The Trolley Bike, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any The Trolley Bike service, both riding and pedaling, and non-riding and non-pedaling related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of The Trolley Bike or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Trolley Bike and its employees from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of The Trolley Bike's equipment and facilities, including any such claims which allege negligent acts or omissions of The Trolley Bike.
4. Should The Trolley Bike or anyone acting on their behalf, be required to incur attorney's fees to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. 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 further certify that I have no medical or physical conditions which 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.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Missouri, without regard to its conflict of law rules.
7. I agree to abide by any and all of the rules set forth by the owners and operators of The Trolley Bike.
8. I understand that The Trolley Bike collects, records, publishes, posts, transmits, and displays audio/visual "media" (images, recordings, videos, and other media). With this understanding, I give permission for The Trolley Bike to collect, record, publish, post, display and transmit such media for any purpose.
- 9. The Booking Rider hereby agrees to pay the advertised Tour Fee at the time of booking and is responsible for the behavior of their entire group.**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Trolley Bike LLC, dba The Trolley Bike, on the basis of any claim from which I have released them herein.

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

***Participants are always offered a helmet, please let your Conductor know if you would like to wear one.**

The Trolley Bike - Release of Liability and Assumption of Risk

I understand the rules of ridership for The Trolley Bike, and understand that our Tour will be terminated immediately, without refund, if there is a violation of any of these rules. These rules include, but are not limited to:

- NO alcoholic beverages may leave the bike at any time, alcohol may not be handed off the bike.
- NO alcoholic beverages other than beer and wine are allowed on The Trolley Bike.
- NO rider may leave the bike in motion, and no one may jump on the bike in motion.
- NO disrespect to the community of Springfield, including littering, foul language, etc.
- NO abuse of the bike. **The Booking Rider will be billed for any incurred damage.**
- NO glass containers allowed on the bike.
- NO alcohol is allowed on The Trolley Bike if any single rider is under 21 years of age.
- NO hanging off the bike, or reaching off the bike, for obvious safety reasons.
- NO high heels or open toe shoes on the bike.

All State, City and County laws pertaining to alcohol consumption apply. Personal contact information for the booking rider will be shared with the local Police Department if any infractions occur during your tour.

We are obligated to the City of Springfield, and the Springfield Police Department, to contact them immediately to advise of your location in the event your tour is terminated.

Please be respectful of our fun and unique business.

Print Name_____ Signature_____ Date_____

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