

## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISKS**

In consideration of the services Bull Firch LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "PBR"), I hereby agree to release, indemnify, and discharge PBR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in party bike activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** accidents involving vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle, all of which could cause strains, sprains, cuts, bruises, broken bones; the negligence of other participants, or other persons who may be present; the negligence of other operators of motor vehicles or myself; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; the condition of roads, or terrain, and accidents connected with their use; equipment failure; consumption of food, drink or alcohol; improper lifting or carrying; transmissible pathogens or diseases; my own physical condition, and the physical exertion associated with this activity. Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out of the party bike.

Furthermore, PBR personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **Indemnity, release and hold harmless agreement in favor of PBR.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless PBR from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of PBR's equipment facilities, including

**any such claims, demands or causes of action which are based or founded, in whole or in part, upon the alleged negligent acts or omissions of PBR.**

4. Should PBR or anyone acting on their behalf, be required to incur attorney's fees and costs 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 costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against PBR, I agree to do so solely in the State of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**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 PBR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at PBR.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

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

Parent/Guardian Signature (if applicable) \_\_\_\_\_

**ALL RIDERS MUST READ AND SIGN IN INK!**

Name (print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_ (optional)

Emergency Contact Name: \_\_\_\_\_

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

In addition to the PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK agreed to above, please initial each box below to acknowledge the party bike rules:

\_\_\_ I have been advised to bring my own helmet or choose to ride without a helmet at my own risk.

\_\_\_ I have been advised to wear close toe shoes or ride with open toe shoes at my own risk.

I will NOT do the following (initial each): \*

\_\_\_ Become excessively intoxicated.

\_\_\_ Bring glass or hard liquor on board the vehicle in violation of local laws.

\_\_\_ Remove open containers from the vehicle or step off the vehicle with an open container.

\_\_\_ Jump off the vehicle while it is in motion.

\_\_\_ Stand up from my seat while the vehicle is moving.

\_\_\_ Shout obscenities or use abusive language towards pedestrians, other vehicles, the police or the driver.

I understand that (initial each): \*

\_\_\_ The party bike pilot is in charge and that I must cooperate with their instructions at all times.

\_\_\_ My actions that result in the vehicle needing excessive cleaning (e.g. vomit, glitter, peanut shells, etc.) will result in a \$250 cleaning fee assessed to the credit card on file.

\_\_\_ Failure to obey the rules will result in early termination of the party without refund and a \$250 fee assessed to the credit card on file.

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

Parent/Guardian Signature (if applicable) \_\_\_\_\_