



# Passenger Release of Liability Waiver and Behavior Agreement

I understand that participating on the PedalPub® party bike is a potentially dangerous activity. I assume the risk that I may be injured and/or injure someone else while using the PedalPub® party bike . I assume all risks associated with my use of the PedalPub® party bike, as well as all risk of loss, theft or damage of personal property while using or present on the PedalPub® party bike or at the 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 PedalPub® St.Petersburg, LLC, its employees, successors and/or assigns, for personal injury, property loss, or property damage, including any action for 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, the right to bring such action.

I affirm that I am at least eighteen years of age and of sound and sober mind and capable of making 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 PedalPub® party bike until I had been advised regarding it by my own attorney.

The PedalPub® party bike is of proprietary manufacture, and I agree not to reverse engineer, build or cause to be built any vehicle of the same or similar construction. I further agree to release, indemnify and hold harmless the owners and manufacturers of the PedalPub® 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 PedalPub® party bike.

1. All riders must be 18 years of age or older All riders aboard tours that serve alcohol must be 21 years of age or older.
2. Renters may bring beer or wine or other fermented beverages on board as allowed by law. No hard liquor.
3. All alcoholic beverages and people holding them must remain on the PedalPub® party bike at all times.
4. Any person arriving in an intoxicated condition shall not be allowed to board the PedalPub® party bike.
5. The PedalPub® Pilot is responsible for the PedalPub® party bike and his/her decisions are final.
6. All laws and rules regarding alcohol and behavior apply to all passengers before, during and after PedalPub® party bike 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
  - Giving alcohol to non-passengers
  - Foul Language or Gestures
  - Public urination /vomiting
  - Loitering more than 5 minutes after tour
  - Excessive noise/screaming
7. Any and all open alcoholic beverages will be collected and discarded five minutes before the tour ends. No exceptions.
8. Any transgressions of the above restrictions may result in the Pilot ending the tour immediately and causing a minimum \$300 Late/Damage/Violation Fee to be charged to the Renter’s credit card. No refund will be issued for tours ended early due to passenger behavior.
9. All laws and rules regarding alcohol apply to all passengers before, during and after PedalPub® party bike tours.
10. A \$100 “Abandonment” fee will be charged to “Mixer” tour riders not returning to the starting point.

**Initials**

I DECLINE the offer of the free use of a helmet

I would like a helmet

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

**PRINTED NAME** \_\_\_\_\_

**Date** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_