



Sprock n' Roll Passenger Release of Liability, Indemnification, and Behavior Agreement

In consideration of Sprock n' Roll furnishing services and equipment to me and allowing me to participate on the Sprock n' Roll party bike, I understand and agree that (a) participating on the Sprock n' Roll party bike is a potentially dangerous activity; (b) my participation in such activity may result in injury or death; and (c) such injury or death may be caused by the acts or omissions of the owners, officers, employees, or agents of Sprock n' Roll, the acts or omissions of participants on the Sprock n' Roll party bike, the acts or omissions of any other third party, forces of nature, or any other cause. I further understand and agree that the risk of injury or death may arise from foreseeable or unforeseeable causes, and by knowingly and willingly entering into this Agreement and participating on the Sprock n' Roll party bike, I assume all risks arising from or relating in any way to my participation on the Sprock n' Roll party bike and all responsibility for any loss or damage arising from or relating in any way to such participation, including but not limited to theft of or damage to personal property while on the Sprock n' Roll party bike, at the establishments/locations the tour may visit, or at any other location before, during, or after the tour, regardless of whether the loss or damage is caused by my acts or omissions or the acts or omissions of the owners, officers, employees, or agents of Sprock n' Roll, or any other person.

I hereby agree to release, discharge, hold harmless, defend, and indemnify Sprock n' Roll, LLC and its owners, officers, employees, agents, successors, and assigns ("Released Parties") from and against all claims, actions, demands, liabilities, losses, costs, and expenses, including but not limited to attorneys' fees, arising from or relating in any way to my participation on the Sprock n' Roll party bike ("Claims"), including but not limited to any Claim for personal injury, emotional distress, property damage, negligence, breach of warranty, products liability, or strict liability, and I hereby forever waive, on my own behalf and on behalf of my heirs, successors, and assigns, the right to bring any Claim. The indemnification provision herein includes all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in defending any Claim. I understand and agree that I am releasing, discharging, and waiving Claims I may have now or in the future for the acts or omissions of the Released Parties as stated herein and to the greatest extent allowed by law.

I hereby grant Sprock n' Roll my unconditional permission to use media taken during this tour that includes my image or likeness for commercial or other purposes without any consideration or compensation to me, including but not limited to use on social media platforms.

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 wine or beer on board. No glass. No hard liquor. All beverages must be poured in a plastic cup.
3. All alcoholic beverages and people holding them must remain on the Sprock n' Roll party bike at all times.
4. Any person arriving in an intoxicated condition shall not be allowed to board the Sprock n' Roll party bike.
5. The Sprock n' Roll Pilot is responsible for the Sprock n' Roll party bike, and his/her decisions are FINAL.
6. All laws and regulations regarding possession and use of alcohol and other behavior apply to all passengers before, during, and after Sprock n' Roll party bike tours. Inappropriate behavior will result in the offending passenger(s) being asked to disembark immediately. No refund will be issued to passenger(s) asked to disembark. Passengers will be responsible for their own transportation from point of disembarkment. 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.
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. A \$100 "Abandonment" fee will be charged to "Mixer" tours not returning to the starting point.

I affirm that I am at least eighteen (18) years of age, of sound and sober mind, and capable of making this Agreement. I acknowledge that I have read and understand the terms of this Agreement and further acknowledge that I was given ample time to review this Agreement and to contact an attorney of my choice at my own expense if I so desired.

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

I HAVE READ, UNDERSTAND, AND INTEND AND AGREE TO BE BOUND BY THE ABOVE PROVISIONS. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE. I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Write this statement if you do *not* want a helmet "I decline use of a helmet"

Rider's Signature _____

Date _____

Name (print) _____

Date of Birth _____

Email _____