

Passenger Release of Liability Waiver and Behavior Agreement



I, the undersigned user, acknowledge and understand that during my use of the Big Blue Pedaler equipment operated by Big Blue Pedaler, including any vehicle or type of bicycle (the "Vehicle"), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in travelling in a vehicle, quadricycling, recreation, exercise and related activities. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage ("Injuries and Damages") resulting from, but not limited to: (i) physical exercise and exertion; (ii) physical contact with other vehicles, other individuals and road hazards; (iii) falling or tripping due to road hazards, uneven surfaces or debris; (iv) falling from heights, including falling off the Vehicle; and (v) other hazards associated with travel in a vehicle. I further acknowledge and understand these Injuries and Damages cannot be eliminated without destroying the unique character of the Vehicle.

I fully understand that the Big Blue Pedaler has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, other users, staff of Big Blue Pedaler or other third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in use of the Vehicle and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that there may not be medical personnel or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

I further understand that on rare occasions an emergency requiring medical treatment can develop. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during use of the Vehicle. I agree to pay for any medical, dental, surgical, or other hospital care, or diagnosis rendered to me. It is understood that I am required to designate emergency contact(s) and that efforts shall be made to contact my designated emergency contact(s) before rendering treatment, but that any of the above treatment will not be withheld if the designated emergency contact(s) cannot be reached.

In consideration for my acceptance as an eligible user of the Vehicle, and the services and amenities provided by Big Blue Pedaler in connection with such use, I CONFIRM MY UNDERSTANDING OF THE FOLLOWING:

To the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS Big Blue Pedaler and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, "Released Parties") from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to my use of the Vehicle, even if caused by NEGLIGENCE of the Released Parties; Such negligence could involve (a) negligent operation and supervision of the Vehicle, (b) negligent maintenance or operation of the equipment or Vehicle in general, (c) negligent manufacture of or use of equipment to be used in the Vehicle, including the Vehicle itself, and (d) the negligent provision of emergency response services. I understand and intend that the assumption of risk and release is binding upon my heirs, executors, administrators and assigners. This Waiver and Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver and Release shall not be affected thereby and shall remain valid and fully enforceable.

Big Blue Pedaler 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 Big Blue Pedaler 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 Big Blue Pedaler.

1. All riders must be 14 years of age or older and all riders less than 18 years of age must meet the height requirements of 54" and accompanied by a legal guardian.
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 Big Blue Pedaler.
4. The Big Blue Pedaler Driver is responsible for the Big Blue Pedaler and his/her decisions are final.
5. All laws and rules regarding alcohol and behavior apply to all passengers before, during and after Big Blue Pedaler 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 and may result in forfeiture of any applicable deposits. Passengers will be responsible for their own transportation from point of disembarking. Inappropriate behavior includes but is not limited to:
 - Extreme intoxication • Littering • Foul Language or Gestures
 - Public urination /vomiting • Loitering more than 5 minutes after tour • Excessive noise/screaming
6. Any and all open alcoholic beverages will be collected and discarded five minutes before the tour ends. No exceptions.
7. 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.

Please be respectful of our neighborhood and the surrounding community. We've worked hard to create a fun, exciting new venture in downtown Lexington, so please help us keep a good reputation!

Photo Release

I understand that Big Blue Pedaler collects, records, publishes, posts, transmits, and displays audio/visual "media" (images, recordings, videos, and other media). With this understanding, I give permission for Big Blue 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 Big Blue Pedaler, its directors, employees, land owners, and agents acting officially or otherwise, from all manner of suits, actions, claims, demands, and liabilities which may arise from such media participation. This release applies to any and all media known, and hereafter devised, in perpetuity throughout the universe. I understand that all media remains the property of Big Blue Pedaler, and waive all rights to original media, copies of media, royalties, entitlements, payments, or any other compensation or quid pro benefits which might arise from Big Blue Pedaler's acquisition, storage, display, publication, posting, or distribution of media of myself as described herein. I understand that this document constitutes a full and complete waiver of all possible claims of any nature whatsoever, including claims of negligence, personal injury or property loss, or damage, arising out of said media participation.

I have read this Waiver and Release of Liability in its entirety and I freely and voluntarily choose to use the Vehicle and assume all risks of Injuries and Damages. I further acknowledge and expressly agree for my signature on this waiver to constitute my waiver of the risks described herein for any future use of the Big Blue Pedaler Vehicle, unless I otherwise notify Big Blue Pedaler. I HEREBY WAIVE ALL RISKS DESCRIBED HEREIN, AND RELATED HERETO, UPON THIS VISIT TO BIG BLUE PEDALER AND ALL FUTURE VISITS TO, AND USES OF, THE BIG BLUE PEDALER VEHICLE.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE AND REPRESENT THAT I AGREE TO ALL OF THE TERMS, WARRANT MY REPRESENTATIONS ABOVE, AND I AM OVER EIGHTEEN (18) YEARS OLD OR AS LEGAL GUARDIAN FOR THE NAMED RIDER ON THIS WAIVER.

ALL RIDERS MUST READ AND SIGN IN INK!

*Write the following statement on the line below. "I decline the offer of the free use of a helmet."

* _____

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

Rider Signature _____ **Tour Date** _____

Name (print) _____ **Date of Birth** _____

Email _____ (optional)

Check here and supply email address above to receive emails from Big Blue Pedaler with special deals & events.