

# PEDAL CITY LIABILITY AGREEMENT

Name \_\_\_\_\_  
Home Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_

## Pedal City Rules

I have read and agree to obey all of the following during the tour:

1. Beer and wine are allowed. You must keep your beverage on the bike. You can not carry it off when stopped.
2. You must stay on the bike when it is moving.
3. All riders must be 21 if any one brings alcohol on board.
4. No person less than 54 inches or under 9 years of age shall ride the bike, and all persons must be able to pedal the bike if they are seated in such a manner.
5. Parents of minor children take responsibility of the child while on tour.
6. Helmets are available for free to use during the tour.
7. The driver will determine if there is inappropriate behavior and the passenger will be required to disembark immediately or the driver may determine to end the tour for all passengers in the party if necessary.
8. You must follow the noise ordinance after 11 p.m.
9. Unacceptable behavior – extreme intoxication, providing alcohol to non-passengers, providing alcohol to anyone under 21, littering, excessive noise, but not limited to these.

Touring on the Pedal City bike is potentially dangerous. It is extremely important that all rules be followed. I am signing this in order to accept risk as my own and to defend, indemnify, and hold Pedal City harmless for any actions brought against them before, during, and after the tour. All Indiana laws must be followed by riders at all times as well as public consumption and public intoxication during the tour. If a rider is in violation of law or ordinance, they are doing so at their own risk and Pedal City assumes no liability for any civil or criminal violation or damages that may be assessed against any rider as a result.

RELEASE OF LIABILITY: I RELEASE AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT I MAY EVER HAVE THAT MAY ARISE OR BE BROUGHT AGAINST PEDAL CITY, IT'S AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGN AS WELL AS OWNERS AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS AS A RESULT OF ANYTHING WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR, INCLUDING BUT NOT LIMITED TO INJURY, LOSS, THEFT, OR DAMAGE TO ANY PERSON OR PROPERTY, NOR OR AT ANY TIME IN THE FUTURE WHETHER OR NOT CAUSED BY PEDAL CITY OR THE OTHER INDEMNITORS. I AGREE TO DEFEND, INDEMNIFY AND HOLD PEDAL CITY AS WELL AS ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILITES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS BROUGHT BY ME OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANYTHING WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR.

I give permission to have my picture taken and published \_\_\_\_\_yes\_\_\_\_\_no

\_\_\_\_\_  
Riders signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

Drivers are compensated by gratuities only. Thank you for touring with Pedal City, we hope this is a fun and memorable experience for you and fellow friends and passengers.