



Cowtown Cycle Party Agreement

I have read and agree to obey all of the following rules. Riders of legal drinking age may bring beer or wine on board as allowed by law – no hard liquor and no glass. If any underage riders are onboard, there can be no alcohol on the bike. All alcoholic beverages and people holding them must remain on the Cowtown Cycle Party. **IT IS THE RIDER'S RESPONSIBILITY TO MAKE SURE THEY FOLLOW ALL LAWS AT ALL TIMES AND TO NOT BECOME INTOXICATED DURING THE TOUR.**

Inappropriate behavior before, during, or after tours will result in the offending passengers being asked to disembark immediately. Inappropriate behavior includes but is not limited to: extreme intoxication, littering, providing alcohol to non-passengers, excessive noise, public urination, loitering after the tour. Severe transgressions can result in a \$200 fine. Cowtown Cycle Party can remove any passenger at any time for any behavior.

I have been offered a bike helmet by Cowtown Cycle Party. The Cowtown Cycle Party is of proprietary manufacture and I agree not to build or cause to be built any vehicle of the same or similar construction or design.

I hereby authorize Cowtown Cycle Party to use photographs of me and or my property and authorize legal representatives and transferees to use and publish images in any and all forms and media for the purpose of publicity and advertising.

I accept the rented equipment for use as is, in good condition, and accept full responsibility for care of all such equipment while it is rented to me. I will be responsible for the replacement at full retail value of all rental equipment not returned or returned damaged, other than reasonable normal wear and tear. I agree to return rental equipment by agreed date and time to avoid additional charges. All instructions on the use of rental equipment have been made clear to me and I understand the function of the equipment.

FOR CONSIDERATION PROVIDED BY COWTOWN CYCLE PARTY, I AGREE TO WAIVE, RELEASE, AND INDEMNIFY COWTOWN CYCLE PARTY AND ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY CLAIM BROUGHT BY ME OR ON MY BEHALF OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANY DAMAGE WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR. THIS WAIVER AND RELEASE INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH, OR PROPERTY DAMAGE CLAIMS WHETHER RESULTING FROM MY NEGLIGENCE OR THE NEGLIGENCE OF COWTOWN CYCLE PARTY OR ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

I have read, understood, and agree to the outlined provisions. If I did not fully understand what this document means, I would not sign or take a tour until I had been advised by my own attorney.

Rider's Name

Date

Signature