

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

In consideration for being allowed to participate in the party bike ride (the "Activity"), using a multi-passenger bike (the "Vehicle") organized by Ebird Enterprise, LLC dba Ebird Express Party Bike Tours (the "Company"), I agree to the following:

**I AM AWARE THAT THIS ACTIVITY IS HAZARDOUS AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED.**

**I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AS A PASSENGER ON THE 'VEHICLE', INCLUDING, BUT NOT LIMITED TO THE RISK OF INJURY OR DEATH FROM OTHER TRAFFIC TRAVELING ON OPEN ACTIVE PUBLIC ROADS.**

**I AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: \_\_\_\_\_

1. **I will be offered, and Company recommends wearing a helmet**, and it is my choice to wear or not wear it, and if I choose not to wear it, I voluntarily assume the potential additional risk from not wearing. Please initial here if you do NOT want a helmet: \_\_\_\_\_
2. I agree to not wear **high heels, open-toe shoes, loose-fitting clothing**, or other items may interfere with the tour vehicle, and agree not to bring glass any kind on vehicle.
3. I agree and understand the Activity and Vehicle involves a considerable physical exertion to travel, and I certify I am physically fit and able to participate in the Activity, and **I have no medical conditions that would prevent me from doing so.**
4. I agree to operate the vehicle in a safe, lawful, and prudent manner.
5. I agree to not cause or allow any person other than myself or another person who has agreed to and signed this Release of Liability and Waiver to ride and/or be on the Vehicle. I further agree to immediately notify a Company employee if a person who hasn't agreed to and signed this Release of Liability and Waiver attempts to be on or ride the Vehicle.
6. **I agree to not jump off the vehicle while it is in motion.**
7. I agree to not use excessive noise and/or shout obscenities or use abusive language towards others, including, but not limited to, pedestrians, other vehicles, or Company employees.
8. I agree to follow the instructions in the Safety Video provided.

9. I acknowledge that consumption of even small amounts of an intoxicating substance may greatly increase the risk and/or severity of injury or death from accidents, motor vehicles, or other causes. I voluntarily assume and agree to all such risk.
10. I agree consumption of any intoxicating substance while on the tour Vehicle is **not permitted and unlawful**, and I agree not to consume intoxicating substances while on the Vehicle.
11. I agree myself and members of my group are in the best position to monitor group consumption of intoxicating substances and will notify a Company employee if a member is no longer fit to continue with the Activity.
12. I forever release, discharge, and hold harmless the Company, its officers, directors, employees, and agents (collectively, "Released Parties") from any and all liability, claims, demands, actions, or causes of action that I or my heirs, executors, administrators, or assigns may have against the Released Parties arising out of or in any way connected with my participation in the Activity, whether caused by my negligence, intentional acts, or otherwise.
13. I agree this agreement is the exclusive agreement and shall be **governed by the laws of the State of California and controversies will be resolved in Los Angeles County as venue**, and any dispute arising out of or in connection with this agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
14. I agree that due to the nature and uniqueness of the tour, including weather, traffic, and other factors outside the control of the Company, that Activity details are subject to change at the Company's sole discretion.
15. I have read this agreement and fully understand its terms. I understand I am giving up substantial rights, including my right to sue the Released Parties.
16. I acknowledge I am signing this agreement freely and voluntarily, and intend for my signature to be a complete agreement with the terms and unconditional release of all liability to the greatest extent allowed by law.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_