



RELEASE OF LIABILITY AGREEMENT, BEHAVIOR AGREEMENT and PHOTO AND VIDEO RELEASE FORM

I, (Name Printed on Page 2), wish to participate in the party bike tour and associated activities, which may include, without limitation, departing the party bike to visit bars, parks, restaurants and other areas (the "Activities"). I acknowledge that I am aware that participation in the Activities is a potentially dangerous activity with risks that may include those caused by condition of the participants, equipment, vehicular traffic, terrain, temperature, weather, actions of other people, and all other risks not specifically mentioned. In consideration for being allowed to participate in the Activities, I voluntarily assume ALL risks associated with my participation in the Activities and waive any claim or cause of action against and release and discharge Party Bike Sioux Falls, LLC d/b/a Sip-n-Cycle, its officers, directors, members, employees, agents, assigns and successors (collectively "Party Bike") from any liability or claim that I may have against Party Bike for personal injury, death, property loss, economic loss or property damage, including any action for negligence, breach of warranty, products liability, strict liability, or any other cause of action.

RELEASE OF LIABILITY

I understand that Party Bike does not accept any liability of any kind arising out of my participation or any action undertaken in connection with the Activities. I understand that this disclaimer of liability on the part of Party Bike is not limited to claims for personal injury or property damage but extends to any claim made in connection with the Activities. In exchange for Party Bike allowing me to participate in the Activities, I hereby release and hold harmless Party Bike from all actions, causes of action, damages, claims, or demands of any kind which are or may be asserted by me, by my heirs or representatives on behalf of me, and/or by my heirs on their own behalf, arising out of or in connection with any personal injuries, property damage, financial loss, or any other claim arising out of or in connection with the Activities.

I provide my consent to receive any medical treatment deemed advisable during participation in the Activities and do hereby release and forever discharge Party Bike from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities and shall indemnify Party Bike for the costs and expenses associated with any medical treatment received.

PHOTO AND VIDEO RELEASE

I hereby grant permission for films, video recordings, slides and photographs to be taken of me during the Activities. I understand that this media may be used for promotional purposes. I authorize Party Bike to use my photograph on the respective websites or in other printed publications without further consideration. I hereby release and hold harmless Party Bike from all actions, causes of action, damages, claims, or demands of any kind which are or may be asserted by me, by the heirs or representatives acting on my behalf, and/or by the my heirs acting on their own behalf, arising out of or in connection with this release.

BEHAVIOR

It is my responsibility to follow all laws, ordinances, rules, and regulations at all times while participating in the Activities. I also understand that I am expected to avoid inappropriate behavior on the Activities. Inappropriate behavior includes, but is not limited to:

- Excessive intoxication as determined by Party Bike, in its sole and absolute discretion
- Foul Language, Gestures, or Excessive Noise
- Public Urination
- Possession of an alcoholic beverage when not physically located on the party bike
- Littering
- Loitering more than 5 minutes after tour

I understand that consuming alcohol while participating in the Activities may impair judgment, and may result in injury or death and forever discharge and release Party Bike from any claim whatsoever, which arises while participating in the Activities. I understand that inappropriate behavior, as determined by the sole and absolute discretion of the pilot, may result in any, or all, of the following: me being asked to disembark the party bike, the termination of the tour, and a \$300 fee on myself and/or the person who made the reservation.

OTHER

I understand that the Activities may be cancelled or curtailed or that the itinerary may be otherwise changed whenever it is deemed advisable in the sole discretion of Party Bike. I understand that Party Bike does not accept any liability for any costs associated if the Activities are canceled, curtailed, or otherwise changed, whether by Party Bike, by me, or anyone else. I acknowledge that the Activities may involve a test of my physical limits and may carry with it the potential of death or serious injury. I certify that I am medically able to perform the Activities. I agree to abide by the decisions of Party Bike, including without limitation the party bike pilot whose decisions are final. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota without reference to its choice of law provisions. In addition, the parties hereby agree and consent to the exclusive jurisdiction and venue of the State and Federal Courts located in Sioux Falls, Minnehaha County, South Dakota. If I consume alcohol, I agree to utilize a designated driver, taxi, or other safe method to get home.

Acknowledgement of Page 1 of this Liability Waiver Form

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT MEDIA RELEASE AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW:

Printed Name	ID has been checked <input type="checkbox"/>	Signature _____	Date _____	Helmet (Initial) Y ___ N ___
Printed Name	ID has been checked <input type="checkbox"/>	Signature _____	Date _____	Helmet (Initial) Y ___ N ___
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Printed Name	ID has been checked <input type="checkbox"/>	Signature _____	Date _____	Helmet (Initial) Y ___ N ___

Tour Date: _____ Tour Time: _____ Pilot: _____