

# Pittsburgh Party Pedaler Liability Waiver and Behavior Agreement

I understand that participating on the Pittsburgh Party Pedaler ("Party Pedaler") is a potentially dangerous activity. I assume the risk that I may be injured and/or injure someone else while using the Party Pedaler. I assume all risks associated with my use of the Party Pedaler and will not bring any action against Pittsburgh Party Pedaler, LLC, its successors and/or assigns, for personal injury, property loss, or property damage, including any action for negligence, breach of warranty, products liability or strict liability.

I grant Pittsburgh Party Pedaler, LLC, its' representatives and employees the right to take photographs/videos of me while participating in a tour. I agree that they may use such photographs/videos with or without my name for any purpose, including: publicity, advertising, and web content.

The Party Pedaler is of proprietary manufacture, and I agree not to 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 Party Pedaler from any liability against any and all claims, including damages or demands of third parties as a result of my use of the Party Pedaler.

1. All riders aboard our tours that consume alcohol must be 21 years of age or older.
2. Renters may bring beer or wine on board **as allowed by law**. No hard liquor.
3. Glass is strictly prohibited. No glass is allowed on the Party Pedaler.
4. The Party Pedaler Pilot is responsible for the Party Pedaler, and his/her decisions are final.
5. Inappropriate behavior before, during and after tours will result in the offending passenger(s) being asked to disembark the Party Pedaler. These include but are not limited to:

- Extreme intoxication
- Giving alcohol to non-passengers
- Foul Language/Gestures
- Public urination/vomiting
- Loitering more than 5 minutes after tour
- Excessive noise

6. Severe transgressions of the above will result in the Pilot ending the tour immediately, and/or causing a violation fee of \$300, to be charged to the Renter's credit card.
7. Any damage to the bike caused by riders will be cost of repairs charged to the Renter's credit card.
8. All laws and rules regarding alcohol apply to all passengers before, during and after Party Pedaler tours.
9. Any person arriving in an intoxicated condition shall not be allowed on the Party Pedaler.
10. A \$100 "Abandonment" fee will be charged **per rider** to "Mixer" and "Private – full group" tour riders not returning to the starting point.

---

I decline the offer of the free use of a helmet. <-- *Write this statement on the line above.*

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

Name (*print*) \_\_\_\_\_

Email \_\_\_\_\_ (*optional*)      Date of Birth \_\_\_\_\_

Rider Signature \_\_\_\_\_      Date \_\_\_\_\_

***ALL RIDERS MUST READ AND SIGN IN INK!***

Pittsburgh Party Pedaler, LLC 2013

Photo ID Checked

