

PubCrawler of Austin, LLC
Liability Waiver

Agreement, Release and Indemnity

Name _____ Age: _____
Home Address _____
Email Address _____
Phone Number _____

I hereby enter into this WAIVER, RELEASE and INDEMNITY agreement with PubCrawler of Austin, LLC for the privilege of participating in the PubCrawler tour. I understand the terms, provisions, and conditions of this Agreement and will abide by its terms, provisions and conditions.

Assumption of Risk: I understand that operating and/or traveling on the PubCrawler bike and participating in the PubCrawler tours is potentially dangerous. I further acknowledge and understand no warranty, either express or implied, is made by PubCrawler as to the condition of the bike, roads, or establishments on the tour. I hereby expressly and voluntarily assume all such dangers, risks, and potential of theft or damage to personal property that might occur while riding on the PubCrawler bike or at the establishment locations where the tour may visit or any other time before, during or after the tour.

INDEMNITY AND RELEASE PROVISION: I knowingly, intentionally and voluntarily waive and release, and agree to INDEMNIFY and hold harmless PubCrawler of Austin, LLC, its affiliates, subsidiaries, successors, or assigns (collectively "PubCrawler") as well as PubCrawler's owners, directors, employees, guides or volunteers, from any and all liability for any and all claims, demands, causes of action and damages, including attorney's fees, property damage, personal injury, or death which may occur before, during or after the PubCrawler tour. This release, waiver and indemnity shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, or omissions of PubCrawler, including its owners, employees or volunteers. I also hereby agree that in the event any claims for personal injury, property damage or wrongful death shall be filed or prosecuted against PubCrawler, or its owners, employees or volunteers, for PubCrawler's actions or any of my own actions, I agree to defend and indemnify and hold PubCrawler harmless from any and all claims or causes of action.

I agree and understand that the PubCrawler bike 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 also understand and agree to follow the PUBCRAWLER OF AUSTIN RULES which are attached to this instrument and which I acknowledge to have received.

I expressly state and affirm that I am at least eighteen years of age and of sound and sober mind and capable of making this RELEASE AND INDEMNITY AGREEMENT and I understand PubCrawler is relying on my representation. I have read this agreement, I understand its terms, I fully agree with its content, and warnings and sign this agreement of my own free will. I understand that this agreement contains a full release of claims and an indemnity provision even in the event of negligence, and I agree to these provisions. If I did not fully understand any of the provisions or terms of this agreement, I would not sign this document or take the PubCrawler tour until I had been advised regarding the document by a lawyer of my choosing. This agreement is governed by the laws and jurisdiction of the State of Texas.

I ACKNOWLEDGE THAT ALTHOUGH I HAVE BEEN OFFERED THE USE OF A FREE HELMET AND I HAVE BEEN NOTIFIED OF THE DANGERS OF THE TOUR AND THE DANGERS OF NOT WEARING A HELMET, I VOLUNTARILY REFUSE TO WEAR SUCH HELMET.

Rider's Signature for helmet refusal

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Alcohol: To the extent described in this instrument (and the PubCrawler of Austin Rules) responsible and legal consumption of alcohol is allowed on the PubCrawler. However, it is the **RIDERS RESPONSIBILITY TO MAKE SURE THEY FOLLOW ALL LAWS AT ALL TIMES WHILE ON THE TOUR, INCLUDING, BUT NOT LIMITED TO, LAWS REGARDING PUBLIC CONSUMPTION OF ALCOHOL AND PUBLIC INTOXICATION.**

Per local ordinance, **PUBLIC CONSUMPTION IS NOT ALLOWED IN SOME DESIGNATED AREAS OF AUSTIN THAT YOUR TOUR MAY TRAVEL THROUGH.** It is the rider's responsibility to make sure they are aware of the city's ordinances with regard to public consumption of alcohol and all riders agree to conform and obey this and all other laws at all times. PubCrawler does not allow consumption of alcohol in violation of the law and should the rider consume alcohol in violation of ordinance, including within one of the designated areas, the rider is expressly doing so **AT HIS OWN RISK** and PubCrawler assumes no liability for any civil or criminal violation or damages that may be assessed against rider as a result. Furthermore, if the Austin Police Department, or other officers, believe that a rider is intoxicated in violation of law or ordinance regarding public intoxication, an arrest may be made. For this reason, it is the **RIDER'S RESPONSIBLY TO NEVER BECOME INTOXICATED DURING THE TOUR.** PubCrawler does not allow intoxication and **SHOULD THE RIDER BECOME INTOXICATED IN VIOLATION OF LAW OR ORDINANCE, THE RIDER IS EXPRESSLY DOING SO AT HIS OWN RISK AND PUBCRAWLER ASSUMES NO LIABILITY** for any civil or criminal violation or damages that may be assessed against rider as a result.

All passengers must be at least 18 years of age. Please sign in ink:

Print Rider's Name (legibly please)

Signature

Date of Birth

Today's Date _____

PUBCRAWLER OF AUSTIN RULES

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

All riders aboard on tours that consume alcohol must be 21 years of age or older.

- If over 21, such riders may bring beer or wine on board as allowed by law- no hard liquor.
- For all tours with kegs, only the PubCrawler Pilot may make the keg connections and disconnections.
- For all tours with kegs, the Renter is responsible for bringing a hand-pump.
- All alcoholic beverages and people holding them must remain on the PubCrawler at all times. **IT IS ILLEGAL TO CONSUME ALCOHOL IN CERTAIN PUBLIC AREAS AND DOING SO MAY RESULT IN FINES OR ARREST. YOU AGREE TO ASSUME SUCH RISK.**
- Inappropriate behavior will result in the Pilot asking the renter to ask the offending passenger(s) to immediately disembark the PubCrawler.
- The Pilot is responsible for the PubCrawler, and his/her decisions are final.
- Inappropriate behavior (as determined by the Pilot) before, during or after tours will result in the offending passengers(s) being asked to disembark the PubCrawler immediately. Inappropriate behavior includes, but is not limited to:

- Intoxication
- Providing alcohol to non-passengers
- Public urination

- Littering
- Excessive noise
- Loitering more than 10 minutes after tour

Severe transgressions of the above will result in the Pilot ending the tour immediately and result in a Late/Damage Fee of \$400 to be charged to Renter's credit card. Loitering longer than 10 minutes will result in a \$150 fee to the Renter's credit card and Public Urination will result in a \$50 fee, per occurrence, to the Renter's Credit Card.

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