

## Release and Indemnity Agreement

### Family Tours

I, the undersigned, understand that operating and/or traveling on the PubCrawler and participating in PubCrawler tours is a potentially dangerous activity. I desire to sign this document in order to accept this risk as my own and to defend, indemnify, and hold PubCrawler of Austin harmless for any actions brought against them before, during, and after the tour.

**Assumption of Risk:** I understand that there is an inherent risk of injury, whether caused by me or someone else, in the use of, or presence on, the PubCrawler of Austin and participation in PubCrawler programs or tours. I understand and voluntarily accept this risk. I agree to specifically assume all risk of personal injury to me or any minor to whom I am a parent or guardian who participates in a PubCrawler program or tour, whether physical or mental or otherwise, as well as all risk of loss, theft or damage of personal property while using or present on the PubCrawler bike or at the establishments/locations where the tour may visit or at any other time and any other location before, during and after the tour.

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 RESPONSIBILITY OF EACH ADULT TO MAKE SURE THAT THEY (AND ALL PERSONS WITH THEM) 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 WILL TRAVEL THROUGH. It is the rider's responsibility to make sure they conform and obey this and all other laws at all times. Unlike its other tours, PubCrawler does not allow consumption of alcohol on its vehicles during a Family Tour, and should the rider consume alcohol, 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.

**RELEASE OF LIABILITY: I RELEASE AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT I (OR ANY MINOR TO WHOM I AM A PARENT OR GUARDIAN) MAY EVER HAVE THAT MAY ARISE OR BE BROUGHT AGAINST PUBCRAWLER OF AUSTIN, LLC, ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AND ITS OWNERS, DIRECTORS, EMPLOYEES OR VOLUNTEERS (COLLECTIVELY "PUBCRAWLER OF AUSTIN" OR "PUBCRAWLER") AS WELL AS PUBCRAWLER OF AUSTIN'S AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS AS A RESULT OF ANYTHING WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR, INCLUDING BUT NOT LIMITED TO INJURY, LOSS, THEFT OR DAMAGE TO ANY PERSON (INCLUDING ME, MY SPOUSE, MY CHILDREN, OR GUESTS) OR PROPERTY, NOW OR AT ANYTIME IN THE FUTURE AND WHETHER OR NOT CAUSED BY PUBCRAWLER OR THE OTHER ENDEMNITORS. .**

**I AGREE TO DEFEND, INDEMNIFY AND HOLD PUBCRAWLER OF AUSTIN AS WELL AS PUBCRAWLER OF AUSTIN'S OWNERS, DIRECTORS, EMPLOYEES OR VOLUNTEERS AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS BROUGHT BY ME OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANYTHING WHICH OCCURS BEFORE, DURING OR AFTER THE TOUR.**

**FURTHER, I, AS THE PARENT AND/OR GUARDIAN OF THE MINOR CHILDREN LISTED IN THIS DOCUMENT, HEREBY AGREE TO INDEMNIFY AND HOLD PUBCRAWLER OF AUSTIN, LLC AND ITS OWNERS, OFFICERS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY**

**AND ALL DAMAGES, CLAIMS, OR CAUSES OF ACTION, INCLUDING BODILY INJURY AND DEATH THAT MAY ARISE FROM THE PARTICIPATION OF THEIR MINOR CHILD OR CHILDREN IN THE PUBCRAWLER BICYCLE TOUR. THIS INDEMNITY AGREEMENT EXPRESSLY INCLUDES INDEMNIFICATION FOR ANY NEGLIGENCE BY THE INDEMNIFIED PARTIES.”**

The PubCrawler 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. Further, I agree to follow the PUBCRAWLER OF AUSTIN RULES which are attached to this instrument and which I acknowledge to have received.

I affirm that I am at least eighteen years of age and of sound and sober mind and capable of understanding the meaning of this document.

I have read, understood, and I agree to the above provisions, including, but not limited to, MY ASSUMPTION OF RISK, RELEASE, AND INDEMNITY TO THE INDICATED PARTIES FOR PARTICIPATING IN THIS TOUR. FURTHER, I AGREE AND ACKNOWLEDGE THAT I UNDERSTAND ALL THE LANGUAGE IN THIS DOCUMENT AND WHAT I AM DOING BY SIGNING IT. IF I DID NOT FULLY UNDERSTAND WHAT THIS DOCUMENT MEANS, I WOULD NOT SIGN THIS DOCUMENT OR TAKE A TOUR UNTIL I HAD BEEN ADVISED REGARDING IT BY MY OWN ATTORNEY.

I ACKNOWLEDGE THAT I HAVE BEEN OFFERED THE USE OF A FREE HELMET AND NOTIFIED OF THE DANGERS OF NOT WEARING A HELMET.

THIS INSTRUMENT IS SUBJECT TO THE LAWS AND JURISDICTION OF TEXAS.

NO ALCOHOL ON THE VEHICLE: THE CONSUMPTION OF **ALCOHOL IS NOT ALLOWED** ON THE PUBCRAWLER FAMILY TOURS VEHICLE. However, a rider may have an alcoholic beverage at a bar or other establishment located at a stop along the tour, but such alcoholic beverage must be consumer before riding on the vehicle.

All minor passengers must be AT LEAST 14 YEARS OF AGE and accompanied by a parent or guardian who signed this document, AND be listed below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Name of Signing Adult (legibly please)** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**City, State, ZIP** \_\_\_\_\_

**Home Phone** \_\_\_\_\_ **Mobile Phone/Hotel** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Signing Adult**

\_\_\_\_\_  
**Date of Birth**

Today's Date \_\_\_\_\_

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

**PUBCRAWLER OF AUSTIN RULES-**  
**FAMILY TOURS**

Date: \_\_\_\_\_

The Pilot is responsible for the PubCrawler, and his/her decisions are final.

Parents and guardians must monitor and care for all minors with them at all times.

All riders must wear a helmet while on the vehicle.

Inappropriate behavior will result in the Pilot asking the renter to ask the offending passenger(s) to immediately disembark the PubCrawler to find their own way home.

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:

- Extreme intoxication
- Littering
- Providing alcohol to ANYONE
- Excessive noise
- Public urination
- Loitering more than 5 minutes after tour

Severe violations of the above will result in the Pilot ending the tour immediately and result in a Late/Damage Fee of \$200 to be charged to Renter's credit card.