

Agreement, Release and Indemnity



Name _____

Email Address _____

Home Address _____

City, State, ZIP _____

Home Phone _____ Mobile Phone/Hotel _____

I 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, 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.

RELEASE OF LIABILITY: I RELEASE AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT I MAY EVER HAVE THAT MAY ARISE OR BE BROUGHT AGAINST PUBCRAWLER OF AUSTIN, LLC, ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS (COLLECTIVELY "PUBCRAWLER OF AUSTIN" OR "PUBCRAWLER") AS WELL AS PUBCRAWLER OF AUSTIN'S OWNERS, DIRECTORS, EMPLOYEES OR VOLUNTEERS 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.

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 making this RELEASE. **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.**

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

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

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 WILL TRAVEL THROUGH.** Although the pilot will inform the riders when the bike enters or exits a designated non-consumption area, it is the rider’s responsibility to make sure they 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 21 years of age. Please sign in ink:

Print Rider’s Name (legibly please) **Signature** **Date of Birth**

Today’s Date _____

ALL RIDERS MUST READ AND SIGN IN INK!

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.

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 tap in case of emergency.

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 to find their own way home.

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:

- Extreme intoxication
- Providing alcohol to non-passengers
- Public urination
- Littering
- Excessive noise
- Loitering more than 5 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.

Initial