The Atlanta Peach Roll Inc.

## 3292 Walnut Ridge Atlanta, GA 30349 \*404-487-6087\*

WAIVER

In consideration of the services of The Atlanta Peach Roll, I agree to release and discharge The Atlanta Peach Roll Inc., on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I acknowledge that the activities involved in the use of the Peach Roll service entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.

I affirm that I am at least eighteen (18) years of age, and in consideration of the right to use the Peach Roll I do hereby agree as follows:

I expressly agree to assume all the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of The Atlanta Peach Roll or its operators. My participation in this activity is purely voluntary and I elect to participate despite the risks.

I understand that riding the Peach Roll is a potentially dangerous activity.

I understand that I must be at least 18 to sign this waiver and if I am accompanying a minor; anyone under 18, I must sign my consent on their behalf, for them as well. I assume all the risk for the minor in my care.

I certify that I have adequate insurance to cover any injuries or damage I may cause or suffer while participating, or I agree to bare the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

I understand that I may be injured or may injure someone while riding and using the Peach Roll.

I assume the risk that I may be injured and / or injure someone else while riding and using the Peach Roll.

I assume all risks associated with my riding in and use of the Peach Roll and, to the extent allowed by governing law, hereby waive liability, hold harmless, indemnify, release and forever discharge, and covenant not bring any action against The Atlanta Peach Roll Inc. it’s officers or directors, its successors and / or assigns, and its agents and / or employees of and for any action for negligence, breach of any implied or express warranties, products liability, damages or any other kind of claims or causes of action in law or equity for personal injury or sickness, property loss or property damage or any harm that may be caused or suffered as a direct or indirect result of my riding in and use of The Atlanta Peach Roll vehicles.

I agree to abide by any and of The Atlanta Peach Roll’s RULES, which I have been shown. I understand that failure to abide by these rules could result in the early termination of The Atlanta Peach Roll services without a refund. I understand that if me or my group abandons the Peach Roll I am authorizing a penalty of $200 to be charged the credit card on file. I also agree that any photographs or video recordings may be used by The Atlanta Peach Roll Inc. for commercial purposes. I also consent to receiving an email asking for feedback from my experience.

I further agree to release, indemnify, and hold harmless the owners and manufacturers of the Peach Roll from any liability against all claims, including damages or demands of third parties resulting directly or indirectly from my actions without limitation because of my riding in and use of the Peach Roll.

I agree that if any provisions of this release or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this release and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Georgia with or without regard to its rules of law.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT AND I AGREE TO BE BOUND BY ITS TERMS.

RIDERS NAME

First \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RIDERS DATE OF BIRTH

Month \_\_\_\_\_\_\_\_\_\_ Day \_\_\_\_\_\_\_\_\_\_ Year \_\_\_\_\_\_\_\_\_\_\_\_\_

RIDERS SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Click to sign

EMAIL ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirm Email Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGEMENTS

I acknowledge\*

\_\_\_\_ Inappropriate behavior before, during, and after tours will result in the offending passenger (s) being asked to un-board the Peach Roll, and the passenger’s subsequent responsibility to find their own way back to the boarding zone. Behavior considered inappropriate is left to the discretion of the Peach Roll Agent or Management

\_\_\_\_\_ If the Agent or Management has determined that you or your group can no longer ride the Peach Roll responsibly, we have the right to charge the credit card holding the reservation $100.00

\_\_\_\_\_ Any person arriving in an intoxicated condition shall not be allowed on the Peach Roll.

\_\_\_\_\_ If I cause any damages to the Peach Roll or any participating establishments during my time on the Peach Roll, I am responsible to cover all cost of the damages.

HELMET

I am provided the offer of the free use of a helmet while riding the Peach Roll.

 \_\_\_\_\_\_ YES, I want to use a helmet. (Helmet will be provided by the Peach Roll)

 \_\_\_\_\_\_ NO, I decline the use of a helmet.

RIDE DATE AND TIME

Date of Ride

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Ride

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ELECTRONIC SIGNATURE CONSENT

\_\_\_\_\_\_\_ By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such a copy and no special hardware of software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.