

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “**I**” or “**me**”) desires to participate in riding, driving, and/or operating the manual party bus (the “**Activity**”) provided by The Atlanta Peach Roll Inc., a Georgia Corporation with offices located at 250 Auburn Ave. Suite 103 Atlanta, GA 30303 (the “**The Atlanta Peach Roll**”). In consideration of being permitted by The Atlanta Peach Roll to participate in the Activity and in recognition of The Atlanta Peach Roll’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Release**”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ATLANTA PEACH ROLL, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE ATLANTA PEACH ROLL. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE ATLANTA PEACH ROLL OR OTHERWISE.

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I hereby expressly waive and release any and all claims, now known or hereafter known, against The Atlanta Peach Roll, and its officers, directors, manager(s), employees, agents, affiliates, shareholders, successors, and assigns (collectively, “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of The Atlanta Peach Roll or any Releasees or otherwise. I covenant not to make or bring any such claim against The Atlanta Peach Roll or any other Releasee, and forever release and discharge The Atlanta Peach Roll and all other Releasees from liability under such claims.

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I shall defend, indemnify, and hold harmless The Atlanta Peach Roll and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by The Atlanta Peach Roll or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of The Atlanta Peach Roll.

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I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless The Atlanta Peach Roll from any claim based on such treatment or other medical services.

I am over eighteen (18) years of age. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to pedal or ride in/on The Atlanta Peach Roll's vehicle(s) or otherwise participate in the Activity. I certify that I am physically and emotionally able to participate in the Activity without aid or assistance. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

I will follow any and all instructions, recommendations, and cautions of The Atlanta Peach Roll and its employees and agents at all times during the Activity. I will comply with all Applicable Laws while participating in the Activity. I will participate in the Activity in a safe manner. I will not participate in the Activity while being impaired due to the consumption of alcohol or any illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which would impair my ability to participate in the Activity.

I understand that The Atlanta Peach Roll has established rules that have been implemented for the safety of all participants during their participation in the Activity. I acknowledge that failure to follow the rules could result in the expulsion of myself from the Activity.

I understand that there is a maximum weight limit of two hundred pounds (200 lbs.) per seat on The Atlanta Peach Roll party bus. I certify that I weigh 200 lbs. or less. I understand that if I weigh more than 200 lbs, I am not authorized to participate in the Activity, as I run the risk injuring myself and/or damaging the seat(s) or property of The Atlanta Peach Roll. I further understand that I am liable for any damage that I cause to the property of The Atlanta Peach Roll based on my violation of this weight restriction.

I further certify that, despite my weight, I am able to comfortably and fully connect the seatbelt buckle, which is connected to each seat. I understand that while the party bus is in motion, I am required to sit on the seat(s) provided with the seatbelt fastened. I understand that the seatbelt is provided for the safety of the participants. Failure to fasten the seatbelt, as directed, is a direct violation of The Atlanta Peach Roll rules. I further understand

that I am liable for any damage that I cause to the property of The Atlanta Peach Roll based on my violation of this section.

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I certify that I have adequate insurance to cover any injuries or damage I may cause or suffer while participating in the Activity. I further certify that I have no medical or physical conditions which could interfere with my safety in this Activity.

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I hereby grant Atlanta Peach Roll and all other Releasees, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

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I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this Release, I hereby waive any rights that I may have to a trial and agree that such dispute shall be brought within one year of the date of this Release and will be determined by binding arbitration before one arbitrator to be administered by JAMS, pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Georgia and that the substantive law of Georgia shall apply.

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If, despite the representations made in this Release, I or anyone on behalf of myself, file or otherwise initiate a lawsuit against The Atlanta Peach Roll, in addition to my agreement to defend and indemnify The Atlanta Peach Roll, I agree to pay within sixty (60) days liquidated damages in the amount of five thousand dollars (\$5,000) to The Atlanta Peach Roll. I agree that, in the absence of liquidated damages, the injury caused by a breach of this provision is difficult to estimate. Additionally, the specified liquidated damages is not a penalty, and \$5,000 is a reasonable pre-estimate of probable loss. Should I fail to pay this liquidated damages amount, within the 60 day time period provided by this Release, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

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This Release constitutes the sole and entire agreement of The Atlanta Peach Roll and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and

oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of The Atlanta Peach Roll and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ATLANTA PEACH ROLL.**

First Name	Last Name	Phone Number	Date of Birth

<b>Signature:</b>		<b>Date:</b>	
<b>Email:</b>		<b>Time:</b>	
<b>Driver's License No.</b>		<b>State:</b>	