The Atlanta Peach Roll Inc.

## 250 Auburn Ave. Atlanta, GA 30303 \*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 Atlanta Peach Roll Inc. 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 Atlanta Peach Roll Inc. 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 Inc. or its operators. My participation in this activity is purely voluntary and I elect to participate despite the risks.

I understand that there are NO REFUNDS with NO Exceptions. I understand that I may not be totally satisfied with my tour by different occurrences that are out of the control of The Atlanta Peach Roll Inc. I understand that there are matters beyond my control and The Atlanta Peach Roll's control they may affect my satisfaction of my tour. Occurrences may be weather, bike problems or break downs, late arrivals, supplies not received, traffic, public disruptions, displeasure with other guest outside of my party or seat choices.

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

I understand that there is a weight limit of 200 lbs and that if I am over 200 lbs I may be at risk of injury or damaging the seat by breaking the seat. I may fall off the seat or may not be able to buckle the seatbelt, which is a safety feature. I agree to release and discharge The Atlanta Peach Roll Inc. of any injuries that may occur if I fall off the seat or if the seat breaks off and causes me to fall off the party bike.

I certify that I have adequate insurance to cover any injuries or damage I may cause or suffer while participating, or I agree to bear 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 purchasing and using the Hookah aboard The Atlanta Peach Roll is purely voluntary and not a requirement to ride the party bike. I also understand that I must use the Hookah properly and not touch any parts other than the hose and mouthpiece provided to me. I understand that if I touch any other part of the Hookah, I may damage it or experience burns or injury. I understand that others may be using the Hookah and I may be injured by them using the Hookah properly or improperly. I understand that I will receive a one-time lighting of coals and that my coals may burn out before the tour ends. Coals will last approx. 1 hour.

I certify that if I purchase or not purchase a Hookah and use it while riding the party bike, I have adequate insurance to cover any injuries that may occur from using the Hookah provided by The Atlanta Peach Roll Inc.

I understand that I may be injured or may injure someone else while riding and using The Atlanta Peach Roll party bike.

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

I assume all risks associated with my riding in and use of The Atlanta 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 all 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 also agree that any photographs or video recordings of me and my image 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 Atlanta Peach Roll Inc. 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 Atlanta Peach Roll’s party bike.

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 FIRST NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RIDERS DATE OF BIRTH Month \_\_\_\_\_\_\_\_\_\_ Day \_\_\_\_\_\_\_\_\_\_ Year \_\_\_\_\_\_\_\_\_\_\_\_\_

RIDERS SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGEMENTS

I acknowledge by initialing\*

\_\_\_\_ I have read this waiver and agree to its terms.

\_\_\_\_ 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

\_\_\_\_ I may have to pedal the party bike due to bike weight or power.

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