

DBA BOISE BIKE BAR PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Allred Legacy, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BBB"), I hereby agree to release, indemnify, and discharge BBB on behalf of myself, my spouse, my children, my parents, heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in pedicab **BOTH RIDING AND PEDALING AND NON-RIDING AND NON-PEDALING** activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; holes, bumps, ruts, obstacles, tree limbs and branches or rocks; bruises and sprains may occur; further, passengers can be thrown off the vehicles which can result in any of the above events occurring;

collisions; exposure to potentially dangerous animals, insect bites, and hazardous plant life, accidents or illness can occur in remote places without medical facilities; equipment failure and/or operator error; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use.

Furthermore, BBB employees and contracted drivers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to obey all traffic laws and rules provided by provider.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BBB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BBB's equipment or facilities, including any such claims which allege negligent acts or omissions of BBB and forever discharge and agree to indemnify, but not limited to, claims for negligence, commissions, breach of warranty, contracts, claims or and other legal theory which are in anyway connected with my participation as a passenger activity or my use of the BBB's equipment including reasonable attorney's fees, in instituting or defending any action or proceedings.

4. Should BBB or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against BBB, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BBB on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I CERTIFY I AM AT LEAST 18+ YEARS OF AGE:

Print Name _____ **Phone Number** _____
Address _____ **ZIP** _____
DL# _____ **Signature** _____ **Date** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18) In consideration of (print minor's name) ("Minor") being permitted by BBB to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BBB from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent or Guardian: _____ Print Name: _____ Date: _____