



**TO THE FULLEST EXTENT PERMITTED BY LAW, IN THIS ELECTRONIC DOCUMENT YOU WAIVE, RELEASE AND FOREVER GIVE UP ANY CLAIMS AGAINST US (I.E., KEWEENAW BOAT AND PEDAL TROLLEY TOURS OR ANY PERSON RELATED TO IT). IN ADDITION, IF WE GET SUED BECAUSE OF YOU, YOU INDEMNIFY US AGAINST OTHER PERSONS' CLAIMS.**

Keweenaw Boat and Pedal Tours welcomes you to this unique and fun experience. We hope you have the best time of your life. As you know, our service involves physical activity, mechanical equipment, and (if you want) alcoholic drinks. Obviously, any one of these can be dangerous alone, and they can all be dangerous together. As a mandatory condition of our allowing you to use our service, you must review, understand and sign this document, in which you assume the risks of your own conduct, release us from liability, give up claims you might allege, and indemnify us against claims that others might allege as a result of your conduct. This document also provides you with some of our ground rules, which you must comply with in order to take part in our service. They promote a fun and safe environment. Just a reminder, all tours are only refundable under the circumstances outlined on our website. THANK YOU FOR JOINING US FOR A CRUISE AROUND HOUGHTON!

### **\*RELEASE, WAIVER, ASSUMPTION OF LIABILITY, AND INDEMNITY AGREEMENT**

#### **Waiver and Release of Liability**

In consideration of Keweenaw Boat and Pedal Tour's providing me and other persons with access to its quadricycle on a guided group tour in Houghton and allowing me and others to bring and consume alcohol during the tour, I agree that I engage in such activities and use the quadricycle at my own risk. To the fullest extent permissible by law

and on behalf of myself and any person related to me in any way, I agree to release and discharge Keweenaw Boat and Pedal Tours and any person related to it in any way – as well as any business or person involved as a vendor, bar, “stop” on the tour, or operator of the same – from any and all liability whatsoever for injuries, damages, claims or causes of action (known or unknown) arising out of their negligence or other fault. This includes without limitation injuries or damages which may result from the negligence of other guests or patrons; the excessive consumption of alcohol by myself or other persons; the negligent operation, maintenance, care, design or manufacture of the quadricycle; the failure to prevent theft, assault, or other misconduct by others; wrongful death; and/or any other improper or negligent act or instruction, whether related to physical activity, drinking, or not. This release is not intended to release claims of gross negligence or Keweenaw Boat and Pedal Tours intentional torts. I fully understand that if any medical treatment is provided to me, with or without my consent, such treatment will be first aid type treatment, and I waive any and all claims or causes of action arising from or based upon the provision of such treatment.

I acknowledge that I have carefully read this Waiver and Release and fully understand that I am waiving any right that I may have to bring a legal action to assert these claims. This waiver and release is intended to be interpreted as broadly and all encompassing as permissible under Michigan law.

### **Assumption of Risk**

I understand that my presence on or around the quadricycle, my participation in any activities offered by Keweenaw Boat and Pedal Tours, and/or my consumption of alcoholic beverages or association with people who are consuming alcohol carry with them certain risks, known and unknown, including but not limited to the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that Keweenaw Boat and Pedal Tours might not supervise activities that take place on the tour and that it does not provide medical services. I further acknowledge that any injury I might sustain might be compounded by negligent or delayed medical service. On behalf of myself and any person related in any way to me, I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

ALCOHOL CONSUMPTION. All State, County and City laws relating to alcohol consumption apply. It is my responsibility to make sure that I follow these laws at all times including without limitation laws about public intoxication and public alcohol consumption. It is my responsibility to avoid becoming intoxicated during the tour. If I

become too intoxicated and/or violate a law or local ordinance, I do so at my own risk and I assume all liability, risk and responsibility for the same. I also may be required to leave the tour.

RIDERS' LEGAL VIOLATIONS. I understand and agree that Keweenaw Boat and Pedal Tours will charge the Booking Individual's credit card if Keweenaw Boat and Pedal Tours is fined, ticketed, cited or punished due to a rider's actions. I understand that my name and/or the Booking Individual's name may be shared with law enforcement if any legal violations occur during the Tour.

### **Indemnification**

I hereby agree to defend, indemnify and hold harmless Keweenaw Boat and Pedal Tours and any person related in any way to it from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property relating in any way to my use of Keweenaw Boat and Pedal Tours services and equipment, my drinking, and/or my participation in the tour.

### **Consent to Photos and Videos**

By participating in or attending any activity in connection with Keweenaw Boat and Pedal Tours services, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

### **Rules of the Road**

I agree to obey the Rules of Keweenaw Boat and Pedal Tours, and the laws of the State, County and City in which we ride. I understand that it is not Keweenaw Boat and Pedal Tours responsibility or obligation to inform me of the applicable laws, and I assume full responsibility.

The Rules of the Road for Keweenaw Boat and Pedal Tours are as follows:

Glass containers are NOT allowed on the vehicle.

NO alcoholic beverages other than beer, wine and liquor that have been legally approved for consumption are allowed on the vehicle (e.g., no home-still moonshine)

NO alcoholic beverages may leave the vehicle at any time during the tour, and alcohol must not be handed off the vehicle to anyone – whether passengers or non-passengers

NO rider may leave, join, hang off, or reach off or on the vehicle while it is in motion

NO rider may disrespect the community in which we ride, and disrespect includes littering, using foul language, making obscene gestures, etc.

NO public urination

NO excessive noise or yelling

NO rider may damage or abuse the bike, and the Booking Individual will be billed for any incurred damage

NO rider may show up for the tour visibly intoxicated. This determination is made by the driver, and no refunds will be given.

## **Helmets**

If you choose to wear a helmet, you must provide your own helmet. Keweenaw Boat and Pedal TrolleyTours does not provide helmets. If you choose not to wear a helmet you do so at your own risk.

## **ACKNOWLEDGEMENT**

I am not under the influence of alcohol or other substances that affect my judgment. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT BEFORE SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO TAKE THE TIME TO REVIEW AND UNDERSTAND IT. IF I DID NOT FULLY UNDERSTAND WHAT THIS DOCUMENT MEANS, I WOULD NOT SIGN IT OR TAKE A TOUR UNTIL I HAD SOUGHT THE ADVICE MY OWN ATTORNEY. I AM FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

**ELECTRONIC SIGNATURE.** By typing your full name, you are signing this Agreement electronically, confirming that you are authorized to enter the Agreement, and agreeing that your electronic signature ("E-Signature") is the legal equivalent of your handwritten signature. You are also agreeing to conduct this transaction by electronic means. With your E-Signature, you consent to the legally binding terms and conditions of this Agreement. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that a lack thereof will not in any way affect the enforceability of your E-Signature or this Agreement.

**ELECTRONIC SIGNATURE**

**Date**