



(index.php)

*Print this page & fill it up and submit with valid ID

Jolly Trolley Tours, LLC ("Jolly Trolley Tours") ACTIVITY LIABILITY AND PUBLICITY RELEASE ("Release")

In consideration of my use of the products and services of Jolly Trolley Tours ("Activity"), which I acknowledge is good and sufficient consideration, I hereby agree as follows:

1. **Selection.** I acknowledge that I desire to participate in the Activity and that my participation in the Activity is governed by this Release. I hereby certify that all of the information listed in this Release is true and correct; that I have committed no fraud or deception in connection with my procurement of the services of Jolly Trolley Tours, and that I will not engage in any fraud or deception in participating in the Activity.
2. **Activity.** I understand, agree to, and acknowledge the following:
 - I will not (a) jump off the vehicle while it is in motion, (b) bring glass on board the vehicle, or (c) use excessive noise and/or shout obscenities or use abusive language toward pedestrians, other vehicles or Jolly Trolley Tours employees.
 - I understand that (a) I should not wear high heels or open toe shoes on the vehicle, (b) failure to obey the rules may result in being removed from the tour without refund, and (c) I should not operate a motorized vehicle while intoxicated.
 - Activity details are subject to change in Jolly Trolley Tours' sole discretion.
 - My participation in the Activity, and the benefits herein, is conditional on my signature on all requested waiver, consent and authorization forms.
 - I fully understand that participation in the Activity involves physical activity and that I am healthy enough to engage in such activity. I have no medical or physical conditions which could interfere with my safety in the Activity. Alternatively, I am willing to assume any and all risks that may be created, directly or indirectly, by any such condition and my participation in the Activity. Jolly Trolley Tours shall have no obligation to monitor your health or intoxication level before, during or after the Activity.
 - I fully understand that participation in the Activity could include, without limitation, traveling to and from various unspecified locations, simultaneously participating in the Activity with other participants, participating in the activities in crowded conditions and/or inclement weather and being exposed to other known and unknown persons, places, circumstances and conditions. Wearing open-toed shoes, loose fitting clothing, or similar garments or accessories may interfere with the operation of the pedal-powered vehicle. Jolly Trolley Tours shall not monitor your clothing or footwear.
 - During the Activity I will observe all traffic laws and will follow instructions, recommendations and cautions of Jolly Trolley Tours representative(s) at all times, whether or not on public streets.
 - I can see and hear well enough to operate a pedal-powered vehicle properly, legally and safely, and while operating a vehicle during the Activity will wear any eyewear or hearing apparatus required to operate such a vehicle properly, legally and safely.
 - I will not operate or use the vehicle during the Activity in a negligent, improper, unsafe or unlawful manner (including, without limitation, while under the influence of any illegal drug or texting and/or using a cell phone without a hands-free device and/or pursuant to excessive alcohol use), or in violation of any local, state or federal law, statute, ordinance or regulation, or in any manner as to void any insurance covering the same, nor shall I engage in any reckless conduct during the Activity.
 - I will not cause or allow any person other than myself or another individual who has executed a Release to ride the pedal-powered vehicle.
 - Jolly Trolley Tours may require that I am accompanied by a Jolly Trolley Tours photographer and/or videographer and representatives for periods during my participation in the Activity. Any video recordings, photographs, or other media of which I am the subject are subject to the Grant of Rights in Section 9 of this agreement.
3. **Insurance.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activity, or I agree to bear the cost of such injury or damage.
4. **Compliance with Laws / Policies.** I agree that I will comply and maintain my behavior in accordance with all applicable laws including but not limited to, observation of all safety and traffic regulations during the Activity, applicable rules and regulations of Jolly Trolley Tours and its parents and affiliated companies and networks (collectively, the "Activity Entities"), the Activity Entities' policies, procedures, rules and regulations and generally-accepted social practices, in connection with participation in any Activity-related activity. I understand and agree that the Activity Entities each have the right, in their sole discretion, to disqualify and remove me from any activity at any time if my behavior at any point is uncooperative, disruptive or may or does cause damage to the person, property or the reputation of an Activity Entity or otherwise violates the policies of an Activity Entity, and in such a case, I will still be solely responsible for all taxes and other expenses related to the Activity, and the Activity Entities will have no liability or obligation to me with respect to any missed Activity-related activities or elements. I acknowledge and agree that if my group abandons any Jolly Trolley Tours equipment, I am authorizing a penalty of \$500 to be charged the credit card on file.
5. **Assumption of Risk.** I FULLY UNDERSTAND THAT THE ACTIVITY CAN BE HAZARDOUS, AND INVOLVE KNOWN RISKS AND UNANTICIPATED RISKS WHICH COULD RESULT IN BODILY INJURY, ILLNESS, DEATH, DAMAGE, OR LOSS TO MYSELF, MY PROPERTY, AND TO OTHER THIRD PARTIES AND THEIR PROPERTY, WHICH MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THOSE OF OTHERS PARTICIPATING IN THE ACTIVITY, THE LOCATIONS, VEHICLES, PLACES, BUILDINGS AND/OR STRUCTURES AT, ON OR IN WHICH THE ACTIVITY TAKE PLACE, THE CONDITIONS IN WHICH THE ACTIVITY TAKES PLACE, OR THE NEGLIGENCE OR MISCONDUCT OF ANY OF THE RELEASED PARTIES NAMED BELOW; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I OR ANY THIRD PARTIES INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, WHETHER RESULTING IN ILLNESS, PERSONAL INJURY (PHYSICAL, EMOTIONAL, MENTAL OR OTHERWISE), PROPERTY LOSS OR OTHER SUCH DAMAGE OR INJURY, WHETHER ARISING FROM THE ACTS OR OMISSIONS OF THE ACTIVITY ENTITIES, OTHER PARTICIPANTS IN THE ACTIVITY OR OTHER INDIVIDUALS OR ENTITIES. I REPRESENT THAT I UNDERSTAND THE NATURE OF THE ACTIVITY. I FURTHER REPRESENT THAT I AM PARTICIPATING IN THE ACTIVITY VOLUNTARILY, WITHOUT HAVING BEEN COERCED OR CONVINCED BY THE ACTIVITY ENTITIES OR ANY OTHER PARTY TO DO SO AND WITH FULL KNOWLEDGE, APPRECIATION AND UNDERSTANDING OF THE DANGERS AND PERSONAL RISKS INVOLVED, AND THAT I AM IN GOOD HEALTH, PHYSICALLY FIT AND OTHERWISE PREPARED AND ABLE TO PARTICIPATE IN THE ACTIVITY.

6. **Liability Release.** I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND ANY OTHERS WHO MAY TAKE BY OR THROUGH ME, HEREBY REPRESENT AND COVENANT NOT TO SUE OR BRING ANY LAWSUIT OR MAKE ANY CLAIM UNDER ANY THEORY AND HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE THE ACTIVITY ENTITIES AND EACH OF THEIR RESPECTIVE PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, AND ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, EXPENSES, FEES (INCLUDING ATTORNEYS' FEES), CAUSES OF ACTION AND LIABILITIES OF ANY NATURE WHATSOEVER, WHICH I MAY NOW HAVE OR WHICH MAY ARISE, OR HEREAFTER BE ENTITLED TO ASSERT, UNDER ANY THEORY WHATSOEVER (IN TORT, CONTRACT, BY STATUTE, OR OTHERWISE) AGAINST EACH OR ANY OF THEM, FOR ANY MATTER, CAUSE OR THING, ANY INJURY, NEGLIGENCE, LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DEATH, LOSS, INJURY, DAMAGE, OR ACCIDENT TO PERSON(S) OR PROPERTY, OR LOSS OF ENJOYMENT, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER, WHETHER DIRECT, COMPENSATORY, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE ACTIVITY, THE ACCEPTANCE, POSSESSION, DELIVERY, MISDELIVERY, USE OR MISUSE OF THE ACTIVITY ELEMENTS, AND/OR THE RIGHTS GRANTED HEREUNDER, INCLUDING WITHOUT LIMITATION, MY PREPARATION FOR, PARTICIPATION IN, AND/OR TRAVEL TO OR FROM ANY ACTIVITY-RELATED ACTIVITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF ANY RELEASED PARTY.

16421663.1
204798-10003

7. **Indemnification.** IF THE INSURANCE COVERAGE DESCRIBED IN PARAGRAPH 3 DOES NOT APPLY OR COVER ANY CLAIM, LOSS, LIABILITY, COST OR EXPENSE ARISING OUT OF: (I) ANY ACTUAL, ANTICIPATED OR THREATENED BREACH OF ANY WARRANTY, REPRESENTATION OR UNDERTAKING MADE BY ME IN THIS RELEASE OR (II) MY PARTICIPATION AND APPEARANCE IN THE ACTIVITY OR THE ACTIVITIES ASSOCIATED WITH THE ACTIVITY, I IRREVOCABLY AGREE TO DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST SUCH CLAIM, LOSS, LIABILITY, COST AND EXPENSE, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL COSTS AND ATTORNEYS' FEES.

8. **No Warranties.** I AGREE THAT THE ACTIVITY ELEMENTS ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF OR PARTICIPATION IN THE ACTIVITY ELEMENTS, INCLUDING, WITHOUT LIMITATION, their QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, I AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

9. **Grant of Rights.** Except where prohibited by law, I hereby grant, the Activity Entities the perpetual and royalty-free right to make and/or utilize both video recordings and visual still images of me, whether recorded prior to or subsequent to the execution hereof, with or without my knowledge, and any consented to audio recordings or interviews (collectively, "Images") and to use the Images and my name, image, photograph, voice, likeness, performance, or any biographical information, as well as conversations, interviews, statements, performances and activities and any information, images, photographs or other materials I provide (collectively, the "Activity Materials") for all purposes, including, without limitation, advertising and promotional purposes, in any and all media now known or hereafter invented, devised or discovered, worldwide, including, without limitation, on the internet or in any broadcast media, including, without limitation, the right to reproduce, record, alter, amend, edit, publish, publicly perform, license, stream in connection with commercials, advertisements and promotions related to the Activity Entities, without review, notice or approval and without further compensation or permission. **I HEREBY RELEASE THE ACTIVITY ENTITIES FROM ALL LIABILITY RELATED THERETO.** I acknowledge that the Activity Entities are not obligated to make use of any of the rights granted in this Release. I agree that any materials created by or on behalf of any of the Activity Entities that incorporate the Images or Activity Materials, and/or descriptions thereof, remain the absolute property of Jolly Trolley Tours, and its successors, assigns and licensees forever and that I will have no rights to such materials. I further agree that I will not authorize the use of the Images or any print, negative or other copy of the Image created by or on behalf of any of the Activity Entities by another.

10. **Mediation/ Arbitration / Limitation of Liability.** BY PARTICIPATING IN THE ACTIVITY, I AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE ACTIVITY WILL BE RESOLVED THROUGH MANDATORY MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO THE RULES AND GUIDELINES SET FORTH BY THE AMERICAN ARBITRATION ASSOCIATION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

11. **Remedies.** I agree that in the Activity of any actual or threatened failure or omission by the Activity Entities constituting a breach or threatened breach of any of the Activity Entities' obligations under this Release, the damages, if any, caused to me will not be irreparable or sufficient to entitle me to injunctive or other equitable relief. Consequently, my rights and remedies will be limited to the right, if any, to obtain damages at law. I UNDERSTAND THAT I WILL NOT HAVE ANY RIGHTS TO RESCIND ANY OF THE RIGHTS ASSIGNED TO THE ACTIVITY ENTITIES UNDER THIS RELEASE OR TO ENJOIN OR RESTRAIN THE ADVERTISING, EXHIBITION OR EXPLOITATION OF ACTIVITY MATERIALS (IN WHOLE OR IN PART), IN ANY MEDIA NOW KNOWN OR HEREAFTER DEvised.

12. **Miscellaneous.** I understand and agree that this Release is governed by and construed in accordance with the laws of the State of Tennessee without giving effect or regard to any principles or doctrines of conflicts of law of the State of Tennessee or any other jurisdiction. Any action arising out of or relating to the Activity or this Release must be filed exclusively in the federal or state courts located in Davidson County, Tennessee, and I hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action, and any right to a trial by jury and a trial by jury is hereby waived. I understand that the my participation in the Activity is subject to applicable laws and to all terms, conditions, and restrictions relating to the Activity imposed by the Activity Entities and this Release. I agree to cease participation in the Activity if any statement made in this Release is false. In the Activity that any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any Activity such invalidity or unenforceability shall have no effect upon the remaining terms and conditions hereof. I acknowledge that the rights and remedies granted to me herein are intended to be solely for my benefit and shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, cause of action or other right. The rights and remedies granted the Activity Entities herein shall inure to the benefit of the Activity Entities, their licensees, successors, and assigns.

13. **Complete Release.** I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS OF THE UNDERSIGNED AGAINST THE ACTIVITY ENTITIES AND THAT NO ACTION WILL BE TAKEN BY ME OR ON MY BEHALF WITH RESPECT OF ANY SUCH RIGHTS.

14. **Acknowledgements.** I HAVE READ, FULLY UNDERSTAND, AND AGREE WITH ALL OF THE ABOVE. I ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND ARE NOT BY WAY OF RECITAL. I ACKNOWLEDGE AND UNDERSTAND THAT THIS RELEASE HAS BEEN PREPARED BY AN ATTORNEY AND THAT Jolly Trolley Tours RECOMMENDS THAT I CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS RELEASE. I REPRESENT AND WARRANT THAT I HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO DISCUSS THIS RELEASE WITH COUNSEL OF MY CHOICE AND THAT I HAVE HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL THE MATTERS INVOLVED IN EXECUTING THIS RELEASE. I FURTHER PROMISE THAT I AM FULLY AUTHORIZED TO EXECUTE THIS RELEASE AND THAT I HAVE DULY AND VALIDLY EXECUTED THIS RELEASE OF MY OWN FREE WILL. I FURTHER 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.

16421663.1
204798-10003

Participant's Details

<input type="text" value="First Name"/>	<input type="text" value="Middle Name"/>	<input type="text" value="Last Name"/>
<input type="text" value="Phone number"/>	<input type="text" value="Email"/>	<input type="text" value="DOB day/month/year"/>

Participant's Information

- I agree**
I will not get off the bike when it is in motion.*
- I agree**
I understand that it is STRONGLY advised NOT to wear high heels, open toed shoes, or flip-flops.*
- I agree**
I understand that I can be removed from the bike and will NOT be given a refund if I choose not to follow the rules or become a safety hazard to myself or other guests*
- I agree**
I agree to NOT stand up at any time during the ride or I can be kicked off the bike with NO refund.*
- I agree**
I understand that if I am removed from the bike at any time during the ride for bad behavior or breaking the rules, I will be responsible for monetary reimbursement of the other riders on my bike.*
- I agree**

Print this page