



Experience the Twin Cities, LLC

AGREEMENT OF RELEASE & WAIVER OF LIABILITY

THIS IS A LEGALLY BINDING DOCUMENT.

PLEASE READ CAREFULLY BEFORE PARTICIPATING IN THE TOUR.

By my participating in the tour ("Tour") offered by Experience the Twin Cities, LLC, a Minnesota Limited Liability Company (TOUR CO), I agree to be bound by each of the following provisions of this Release and Waiver of Liability.

1. **Assumption of Risk.** I understand that TOUR CO is acting solely as an agent in arranging tours, transportation, venues, and other services and do not assume liability for accidents, delays, injuries, loss or damage due to any act or default, TOUR CO or any facility that the Tour visits. I acknowledge my participation in the Tour provided by TOUR CO is voluntarily and at my own risk. I understand that I voluntarily ASSUME FULL RESPONSIBILITY for any risk of loss, personal injury, including death that may be sustained by me and any loss or damage to property owned by me, as a result of participation in the Tour, whether caused by the negligence of the Staff (as defined in section 4), TOUR CO or otherwise.

2. **Consumption of Alcohol.** I acknowledge that the Tour may involve the consumption of alcohol. If I am participating in the consumption of alcohol, I represent and warrant to TOUR CO that I am over the legal drinking age of 21. I fully understand that there may be consumption of alcohol before, during and/or after the Tour and at visits along the Tour either by me or other participants on the Tour. I understand and acknowledge the potential risks and dangers associated with the consumption of alcohol. I am aware that this activity includes the risk of injury and even death, and I hereby elect to voluntarily participate, knowing that it may be hazardous to my property and me. I understand that TOUR CO does not require me to consume alcohol to participate in the Tour. I also acknowledge that it is my responsibility NOT TO BECOME INTOXICATED during the Tour, and that TOUR CO is not responsible if I become intoxicated. I take full responsibility for any liability associated with my intoxication, during or after the Tour. I acknowledge that TOUR CO assumes no liability for injuries that may occur to me or others, and no liability for any civil or criminal violation or damages that may be assessed against me as a result of my being intoxicated before, during or after the Tour.

3. **Risk of Tour.** I understand the Tour may involve walking on unfamiliar corridors, stairways, driveways and other areas, getting in and out of vehicles, and crossing busy public streets. I hereby accept any risk of tripping, slipping, and falling before, during, or after the Tour. I understand I am to remain seated when the bus is moving. With this knowledge, I voluntarily assume full responsibility for the risks of touring under the influence of alcohol and for my behavior, well-being and health during the Tour. I agree not to hold TOUR CO, its Staff, or any hosting facility liable in any way should any harm come to me.

4. **Waiver of All Claims and Release of Liability.** I AGREE TO WAIVE ANY AND ALL CLAIMS I MAY HAVE NOW OR IN THE FUTURE, RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE TOUR CO, its members, agents, representatives, employees or tour guides (collectively referred to as "Staff") for any death, personal injury, property damage, or loss sustained by me as a result of participation in the Tour or while traveling to and from the Tour due to any cause whatsoever, including without limitation, negligence on the part of TOUR CO, its Staff, tour partners, or other participants. I further agree that if I violate this agreement and attempt to bring suit against any parties named herein, that lawsuit must be brought in Hennepin County and under the laws of Minnesota. I agree that I will also be held responsible for attorney's fees and costs incurred by any party, including TOUR CO, in defending such action.

5. **Indemnification.** I AGREE TO INDEMNIFY AND HOLD HARMLESS the Staff and TOUR CO from any loss, liability, damage, or costs, including court costs and attorneys' fees that TOUR CO and/or Staff may incur due to my participation in the Tour, whether caused by negligence of Staff and/or TOUR CO or otherwise, to the fullest extent allowed by law.

6. **Medical Declarations.** I represent that (1) I do not have, or am not aware of, any medical condition(s) that may impact my participation on the Tour and (2) I do not take any medications that would result in any injury or damage to me or any other person(s) as a result of participating on the Tour including the consumption of alcohol. I understand that it is my obligation to disclose to TOUR CO any medical conditions, and any medications that would result in any injury or damage to me or any other person(s) as a result of my consumption of alcohol. I authorize TOUR CO to provide, through medical personnel of its choice customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon TOUR CO to provide such assistance, transportation or services.

7. **Accident Coverage.** I acknowledge that it is my responsibility to provide for my own accident and health coverage while participating on the Tour and while transporting myself to and from the Tour.

8. **Illegal Activity.** I agree that if TOUR CO Staff finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during the Tour, TOUR CO reserves the right to terminate my participation on the Tour immediately. I acknowledge that TOUR CO has the right to terminate my participation regardless of location without return to point of pick-up. Upon termination of my participation, I agree that I am liable for the entire balance of the Tour. I acknowledge that this Agreement releases TOUR CO from any liability at the time of termination.

9. **Right of Publicity License.** I agree to grant TOUR CO a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, marketing, or other commercial purposes.

10. **Damage.** I understand that I shall be responsible for and pay for any damage incurred as a result of myself or my actions related to or resulting in damage to any vehicle, tour facility or TOUR CO's property.

11. **Severability.** If any provision of this Release and Waiver of Liability is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable.

12. **Acknowledgment.** I understand that the permission to participate on the Tour is being given to me in exchange for the execution of this Release and Waiver of Liability. I understand this is a release of liability, which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death, or property damages.

13. **Proprietary Property.** TOUR CO Tours and the Tour Bus are of proprietary nature, and I agree not copy or duplicate the Tour or reverse engineer, build or cause to be built any vehicle of the same or similar construction.

14. **Additional Terms Applicable if Transportation is Provided on Tour:**

- a) All participants aboard tours that serve alcohol must be 21 years of age or older.
- b) Any person arriving in an intoxicated condition shall not be allowed to board the Tour and no refund will be issued.
- c) Any and all open alcoholic beverages will be collected and discarded five minutes before the Tour ends. No exceptions.
- d) Any transgressions of any matter herein may result in the Tour Guide ending the Tour immediately and causing a minimum \$300 Late/Damage/Violation Fee to be charged to the participant's credit card. No refund will be issued for tours ended early due to participant's behavior.
- e) The following will cause the Tour to end immediately along with a \$300 fine that will be charged to the credit card that purchased your tour:
 - Only beer or wine or other fermented beverages are allowed on board of any Tour vehicle and only as allowed by law. No hard liquor of any kind is allowed on any Tour vehicle.
 - No glass beverages of any kind are allowed on board, except growlers that are checked in with guide
 - Alcoholic beverages are allowed only on a Tour vehicle and open beverages will be taken before you debark the bus. Participants are not allowed to bring on an open container or take open drinks off the bus including into Tour facility
 - Giving alcoholic beverages to non-tour members while on or off the bus.
 - Vomiting on the bus or at any other location while on tour.
 - Urination on the bus or at any other location while on the Tour, except at a designated bathroom.
 - Smoking, using ecigs or illegal drugs within 50 feet of bus
 - Extreme intoxication.
 - Excessive noise and screaming.
 - Inappropriate languages and/or gestures while on the bus and/or at any stops while on the Tour.
 - Not remaining seated while the bus is in motion.
 - Participants must exit off the bus stairs only at designated stops
 - Keep all body parts and belongings on bus including no pouring liquids off the bus

IN SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand this Release and Waiver of Liability Agreement. I represent that my participation is voluntarily and I am at least eighteen (18) years of age and competent to sign this Agreement (Participants under the age of eighteen (18) must have a parent or guardian sign this Release and Waiver of Liability). I acknowledge that I am executing this agreement by my own free will and under no inducement to participate. I also agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

PARTICIPANT Print name: _____

Signature: _____ Date Signed: ____/____/____

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Name/Phone of Emergency Contact: _____

TO BE COMPLETED BY STAFF

ACKNOWLEDGMENT OF RECEIPT: Experience the Twin Cities, LLC _____ (INITIALS OF AUTHORIZED STAFF) ID CHECKED ____Yes ____No