

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

1. I acknowledge that my participation in truck and trailer sight-seeing tours, and other sight-seeing 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; falling objects; there is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; pinches, bruises, abrasions, strains, cuts and lacerations, broken bones, concussions; it is possible that riders could be injured if they come into contact with other passengers or equipment; collisions, and flipping over; equipment failure and/or operator error; exhaustion; condition of roads, terrain, or highways and accidents connected with their use; accidents or illness can occur in remote places without medical facilities; improper lifting or carrying; consumption of food or drink; my own physical condition, and the physical exertion associated with this activity. Furthermore, MCPT personnel 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 MCPT 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 MCPT 's equipment or facilities, **including any such claims which allege negligent acts or omissions of MCPT.**
4. Should MCPT 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 MCPT, I agree to do so solely in the state of Tennessee, 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 MCPT on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at MCPT. 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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

