

Gear Belly LLC

Release of Liability and Assumption of Risk

In consideration of the services of Gear Belly 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 "Gear Belly") I hereby agree to release and discharge Gear Belly, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any Gear Belly service, both riding and pedaling, and non-riding and non-pedaling related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I expressly agree and promise to accept and assume all of the risks existing in the activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Gear Belly or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Gear Belly from its' employees, 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 Gear Belly's equipment and facilities, including any such claims which allege negligent acts of omissions of Gear Belly.
4. Should Gear Belly or anyone acting on behalf, be required to incur attorney's fees at cost 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 cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Montana, without regard to its conflict of law rules.
7. I agree to abide by any and all of the rules set forth by the owners and operators of Gear Belly.
8. I hereby agree to pay the advertised tour fee, either at the time of booking or at the time of arrival for the scheduled Tour.

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 Gear Belly LLC, 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 UNDERSTAND IT AND I AGREE TO BE BOUND BY ITS TERMS.

Participants are always offered a helmet, please let your driver know if you would like to wear one.

I understand the rules of ridership for Gear Belly, and understand that our Tour will be terminated immediately, without refund, if there is a violation of any of these rules. These rules include, but are not limited to:

- NO alcoholic beverages may be consumed while on the bike.
- All alcoholic beverages contained in a sealed container must be kept in the cooler provided by Gear Belly.
- NO rider may leave the bike in motion, and no one may jump on the bike in motion.
- NO disrespect to the community of Bozeman, including littering, foul language, public indecency, urinating in public, etc.
- NO abuse of the bike.
- NO glass containers allowed on the bike.
- NO hanging off the bike, or reaching off the bike, for obvious safety reasons.

All State, City, and County laws pertaining to alcohol consumption apply. Personal contact information for every individual on the bike will be shared with the local Police Department if any infractions occur during the tour. Gear Belly is obligated to the City of Bozeman, and the Bozeman Police Department, to contact them immediately to advise of your location in the event your tour is terminated. Please be respectful of our fun and unique business.

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Participant 1: Participant Printed Name Signature (parent or guardian signature) Date

In the event a participant is a minor, the legal guardian shall sign on their behalf.

Check this box if you **do not** authorize Gear Belly LLC to use your photo for promotional opportunities.

Participant 2: Participant Printed Name Signature (parent or guardian signature) Date

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Participant 14: Participant Printed Name Signature (parent or guardian signature) Date

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Participant 15: Participant Printed Name Signature (parent or guardian signature) Date

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Driver Printed Name Signature Date