

Release and Waiver of Liability Agreement

In consideration for receiving permission to participate with PARTYNRIDENASHVILLE LLC, the undersigned, on behalf of themselves and any minor children named below, hereby stipulate and agree:

1. Assumption of Risk. I understand and acknowledge that riding on the PARTYNRIDENASHVILLE LLC vehicle is a potentially dangerous activity and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I am fully aware of the risks involved and hazards connected within riding in the vehicle including, but not limited to, travel risks and/or road hazards. I understand that the vehicle may need to stop suddenly and without warning. I acknowledge that riding without a seat belt, standing, and walking in a moving vehicle is inherently dangerous. I understand that the floor and steps in the vehicle may be slippery. I understand that the activities that take place on the vehicle may not be supervised and that PARTYNRIDENASHVILLE LLC does not provide medical services. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR AS A RESULT OF MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE VEHICLE, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF PARTYNRIDENASHVILLE LLC OR OTHERWISE.

2. Release from Liability. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release PARTYNRIDENASHVILLE LLC and its affiliates, and their respective partners, agents, operators, officers, managers, employees, successors, assigns, and/or representatives (the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

3. Indemnification. I hereby agree to defend, indemnify and hold harmless the Released Parties from and against any 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, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. Responsibility for Personal Property. I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the vehicle and that PARTYNRIDENASHVILLE LLC will not be responsible for or provide any security for my property and personal belongings.

5. Permission to Use Photos and/or Videos I grant PARTYNRIDENASHVILLE LLC permission to use photos and/or videos of me for promotional purposes including, but not limited to use on social media sites.

6. Governing Law and Venue. This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Davidson County, Tennessee.

7. **Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

I have read this Release and Waiver of Liability Agreement and fully understand its terms. I understand that I am giving up substantial rights. I further acknowledge that I am signing the agreement freely and voluntarily.

Participant Printed Name

Participant Signature

Date Signed

Phone Number: _____

Email Address: _____

Mailing Address: _____

If the Participant is under the age of 18, the Participant's Parent/Guardian consents to the minor's participation in the event.

Participant Parent/Guardian Printed Name

Participant Parent/Guardian Signature

Phone Number: _____

Email Address: _____

Mailing Address: _____
