



WHEREAS, Music City Buggies, LLC (“Owner”) is the owner of Vehicle located at 120 2nd Ave. S., Nashville TN 37201, and is willing to permit the individuals signing this Agreement to use the Owner’s buggies (“Vehicle”) for the purpose of recreational use to sight see and tour Nashville, TN, upon the terms and conditions of this Agreement.

In consideration for being provided access to and use of the Vehicle, each person signing below hereby stipulates and agrees:

Initial _____ 1. USE OF VEHICLE, LATE CHARGE, & SAFETY. I understand and agree that I may only use the Vehicle for the purposes set forth in this Release and Waiver of Liability agreement at the following date(s) and time: Date: _____ and for _____ hours. Use shall be limited to _____ miles from the business address.

I agree that I am responsible for the proper use and care of the Vehicle and any of Owner’s Vehicle thereon, and that I will be *fully* liable for the replacement cost or repair cost of any Owner Vehicle which is damaged, destroyed or lost. I will further be charged a clean-up fee of \$100.00 if the Vehicle is returned in a condition that requires more than trash removal. I will leave a credit card and or my full credit card information and fully authorize Owner to place a \$200.00 deposit on the card pending the return of the Vehicle. I authorize Owner to charge this card to the full extent of any damage or replacement of said vehicle, if necessary. The replacement cost of said Vehicle can be up to \$6500.00 each.

I will be charged for another hour of use if the vehicle is returned ten (10) minutes late or more. **I agree to call, MCB, if the vehicle will be returned by more than 10 minutes beyond the agreed upon return time.**

I further agree that I will wear a helmet, seat belt, and obey all traffic laws at all times when operating the vehicle.

_____ 2. ASSUMPTION OF RISK. I understand and acknowledge that the activities that take place during the use of the Vehicle may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or Vehicle damage. I understand that the activities that take place on the Vehicle may not be supervised and that the Owner of the Vehicle does not provide medical services. I further acknowledge that any injury I may sustain while using the Vehicle may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE VEHICLE, INCLUDING THE RISK OF INJURY, DEATH, OR VEHICLE DAMAGE, AND WILL HOLD OWNER HARMLESS FROM ANY POTENTIAL CLAIMS.

_____ 3. RELEASE FROM LIABILITY. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Owner and its affiliates, and their respective partners, agents, operators, managers, employees, companies or business interests, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Vehicle, whether caused by the negligence of the Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or Vehicle or third-party damage sustained by me or others while on or using the Vehicle.

_____ 4. COVENANT NOT TO SUE. I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or Vehicle damage I may sustain while on or using the Vehicle.

_____ 5. INDEMNIFICATION. I hereby agree to defend, indemnify and hold harmless Owner and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury or third

person property damage, loss of life or damage to the Vehicle sustained by reason of or arising out of my use of the Vehicle or participation in any activities in the Vehicle.

_____ 6. RESPONSIBILITY FOR PERSONAL PROPERTY. I acknowledge and agree that I am fully and solely responsible for any of my personal belongings that I bring onto the Vehicle and that Owner will not be responsible for or provide any security for my personal belongings.

_____ 7. NO REPRESENTATIONS BY OWNER. I acknowledge that Owner makes no representation as to the condition of the Vehicle or the safety of any structures or equipment that may be used at the Vehicle. I accept and shall use the Vehicle in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Owner or the Owner's employees, agents, or representatives regarding this agreement or the Vehicle, except to the extent such representations are expressly set forth in this agreement.

_____ 8. 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 Tennessee, Davidson County.

_____ 9. Waiver. No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

_____ 10. Survival. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

_____ 11. Compliance with Laws. In the performance of the terms of this Release and Waiver of Liability agreement and use of the Vehicle, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

_____ 12. 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.

_____ 13. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, HAVE A STATE ISSUED DRIVER'S LICENCE AND SUCH HAS BEEN PROVIDED TO OWNER, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: _____
Customer Name:
Date:

Passenger: _____
Name:
Date:

By: _____
Name: Music City Buggies, LLC
Date: