

CHANGING GEARS



LIABILITY WAIVER

FULL NAME _____ EMAIL _____

PHONE _____ MOBILE PHONE _____

I understand that riding with Changing Gears could be a dangerous activity. I assume the risk and all associated liability recognizing that I may be seriously injured and/or injure someone else while boarding, riding, or exiting the Changing Gears bike(s). I acknowledge that neither Changing Gears nor any of its owners, managers, employees, or parent company SS Investments, LLC. will be held liable for any personal injury, property loss, or property related to myself or any of my actions. I further agree to release and hold harmless the owners and manufacturer of property belonging to Changing Gears from any liability against all claims including damages or demand of third parties as a result of my use of the Changing Gears property, whether caused by the negligence of myself or Changing Gears.

RULES

1. All riders must be 21 years of age to consume alcohol on or near Changing Gears bikes and must comply with all local and federal laws.
2. Riders must be 12 years of age in order to ride and anyone younger than 18 years of age must have a legal guardian with the rider and the guardian must sign a waiver on behalf of the rider.
3. All drinks containing alcohol must remain onboard the Changing Gears bike and either be in a metal or plastic container or be consumed from cups provided by Changing Gears. NO glass containers are permitted.
4. No smoking, electronic cigarette use, or "vaping" is permitted on the bike(s) or within 10 foot of the bike parameter.
5. Inappropriate behavior will result in immediate expulsion from the bike with no recourse and no refund given. Inappropriate behavior is determined by the Changing Gears driver and/or host. (Examples include but are not limited to: profanity, public urination, excessive loudness, harassment, littering, extreme intoxication, refusing to remain seated while the bike is in motion, physically endangering yourself or others on the tour, giving alcohol to minors or non-passengers of the bike, and refusal to yield to the request of the Changing Gears employees)
6. No standing, swapping seats, intentionally rocking the bike, or entering or exiting the bike when in motion or stopped at traffic signs or lights is permitted.
7. The rider assumes all responsibilities for their tardiness at departure of the tour and return from stops. Tardiness may result in the bike(s) departing without you on board and if this happens no refund will be given or transport to the tour origination location.
8. Guidance provided by the Changing Gears host or driver must be followed at all times. Failure to do so will result in expulsion from the bike and tour with no refund or transport to the originating location.
9. All riders must have a signed liability waiver or have one signed by their guardian if under 18 years of age.
10. Any passenger showing up for the tour intoxicated may be refused service or boarding of the bike at origination of the tour or any stop and will not receive any refund or transport to the tour origination location.
11. Changing Gears strongly encourages consuming alcohol responsibly. The responsibility and liability of transportation from the tour ending location resides with the rider. Changing Gears is not liable for any transportation or arranging of transportation following the conclusion of the tour.

ALCOHOL

It is the responsibility of the rider to obey and uphold all laws regarding the consumption of alcohol while in public, at stops, and on the bike while on this tour – this pertains to local, state, and federal laws. It is also the responsibility of the rider to ensure they do not become intoxicated or behave as if intoxicated prior to or during the tour. All riders consuming alcohol on the tour are doing so at their own risk. No beverage containing alcohol will be sold to any rider on this tour by Changing Gears or any of their employees or representatives.

HELMETS

I am refusing the offer to wear any helmet including the free helmet provided _____

PICTURES

By signing below, I authorize Changing Gears to use any photos taken while being a part of the tour – either during, before, or after the tour for publication on social media sites and/or advertising on behalf of Changing Gears.

I have READ AND AGREE to all of the rules and regulations listed above and agree to in no way hold Changing Gears, Employees of Changing Gears, or Representatives of Changing Gears liable for any harm or incidents that may occur.

SIGNATURE _____

DATE _____

June 1, 2021