

PARTY BUS PASSENGER WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PASSENGER AGREEMENT

Company Name: _____

Vehicle/Event Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING

This Waiver, Release of Liability, Assumption of Risk, and Passenger Agreement ("Agreement") is entered into between the undersigned participant ("Participant") and the Party Bus Company, including its owner, employees, agents, representatives, and drivers ("Company").

1. ACKNOWLEDGMENT OF RISKS

I understand that riding on a party bus involves inherent risks, including but not limited to slips, trips, falls, loss of balance, injuries caused by my own actions, injuries caused by other passengers, alcohol-related incidents, entering or exiting the vehicle, and other incidents that may occur during the event.

I acknowledge and agree that I am personally responsible for my own actions and safety while participating in this event.

I understand that the Company, its owner, employees, agents, and drivers shall not be liable for injuries or damages resulting from:

- My own actions or negligence;
- The actions of another passenger;
- Slipping, falling, tripping, or losing balance inside or outside the vehicle;
- Voluntary alcohol consumption;
- Failure to follow instructions, warnings, or safety rules;
- Horseplay, misconduct, or unsafe behavior by myself or another passenger; or
- Any incident occurring as a result of my own conduct or the conduct of another passenger.

I further understand that the Company remains responsible only for injuries or damages arising directly from:

- A motor vehicle accident involving the party bus;
- A collision caused by the Company's driver;
- A collision caused by another motor vehicle while I am a passenger on the party bus; or
- Any negligence by the Company, its owner, employees, or driver directly related to the operation of the vehicle.

Except for injuries or damages arising from a motor vehicle accident involving the party bus or negligence directly related to the operation of the vehicle, I voluntarily assume all risks associated with my participation and agree that the Company shall not be liable for injuries sustained by me as a result of my own actions or the actions of other passengers.

1. RELEASE OF LIABILITY

To the fullest extent permitted by law, I release and hold harmless the Company, its owner, employees, drivers, agents, and representatives from any claims, demands, causes of action, damages, losses, injuries, or expenses arising out of or related to:

- My own actions or omissions;
- The actions or omissions of other passengers;
- My voluntary consumption of alcohol;
- Failure to follow instructions or safety rules;
- Injury resulting from horseplay, misconduct, or unsafe behavior;
- Loss, theft, or damage to personal property.

Nothing in this Agreement releases the Company from liability for damages resulting directly from a motor vehicle accident involving the party bus, negligent operation of the vehicle, gross negligence, reckless conduct, or intentional misconduct where prohibited by law.

1. ALCOHOL POLICY

- Alcohol consumption is solely the responsibility of the individual consuming alcohol.
- All passengers choosing to consume alcohol agree to do so responsibly.
- No passenger under twenty-one (21) years of age may possess or consume alcohol.
- Any violation of alcohol laws may result in immediate termination of transportation services without refund.
- The Company reserves the right to deny transportation to any passenger creating a safety concern.

1. PASSENGER CONDUCT RULES

The following actions are strictly prohibited:

- Throwing any object, liquid, trash, bottle, can, cigarette, vape, or other item from the vehicle.
- Interfering with the driver.
- Fighting, threatening behavior, harassment, or disorderly conduct.
- Damaging the vehicle or equipment.
- Possession or use of illegal drugs.
- Possession of weapons.
- Unsafe conduct while the vehicle is moving.

Any passenger violating these rules may be removed from the vehicle without refund.

Any passenger who throws an item from the vehicle shall be responsible for all resulting fines, citations, penalties, damages, legal expenses, and administrative fees. A minimum administrative fee of Five Hundred Dollars (\$500.00) may be assessed.

1. PERSONAL PROPERTY

Each passenger is solely responsible for his or her own personal property.

The Company shall not be responsible for any lost, stolen, misplaced, unattended, or damaged property left on the vehicle or at any stop location.

1. PROPERTY DAMAGE

Any passenger causing damage to the vehicle, furnishings, electronics, windows, sound system, lighting, seating, or any other Company property shall be responsible for all repair, replacement, cleaning, administrative, and legal costs.

1. CLEANING FEES

Any passenger responsible for vomiting, bodily fluids, excessive trash, stains, smoke damage, burns, or unusual cleaning requirements agrees to pay all associated cleaning and restoration expenses.

A minimum cleaning fee of \$250.00 may be assessed.

1. EMERGENCY MEDICAL CARE

In the event of a medical emergency, I authorize emergency personnel to provide treatment as deemed necessary.

I understand that all medical costs and expenses are my sole responsibility.

1. SECURITY CAMERAS

I understand that the vehicle may contain video and audio recording equipment for safety, security, incident documentation, and protection of the Company and its passengers.

1. PART A – GROUP REPRESENTATIVE RESPONSIBILITY

(Complete only if you are the organizer, booking party, or group representative.)

I certify that I am the organizer or representative for today's event.

I understand and agree that:

- I am responsible for informing all guests of the party bus rules and policies.
- I will provide an accurate passenger roster.
- Every passenger must complete and sign an individual waiver before boarding.
- The attached passenger roster accurately identifies the members of my group.
- My completion of Part A does not relieve any passenger of their obligation to complete and sign an individual waiver.
- Each passenger remains individually responsible and liable for his or her own actions.

Initials: ___

1. PART B – INDIVIDUAL PASSENGER RESPONSIBILITY

I acknowledge that I am personally responsible for my own conduct, decisions, actions, alcohol consumption, and compliance with all laws and Company policies.

I understand that I am individually liable for my own actions and that signing this Agreement does not transfer my responsibility to any other passenger, organizer, or the Company.

1. DRIVER AUTHORITY

The driver has full authority regarding passenger safety and conduct.

Any passenger whose behavior is deemed unsafe, illegal, disruptive, threatening, or dangerous may be removed from the vehicle immediately without refund.

1. FLORIDA LAW

This Agreement shall be governed by and interpreted under the laws of the State of Florida.

1. SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, all remaining provisions shall remain in full force and effect.

1. ACKNOWLEDGMENT

I certify that:

- I have read and understood this Agreement.
- I understand that I am giving up certain legal rights by signing it.
- I sign voluntarily and without coercion.
- The information provided below is accurate.

1. FINAL ACKNOWLEDGMENT AND AGREEMENT

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT:

- I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT.
- I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS.
- I UNDERSTAND THAT I AM ASSUMING CERTAIN RISKS ASSOCIATED WITH PARTICIPATION.
- I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.
- I UNDERSTAND THAT I AM RESPONSIBLE FOR MY OWN CONDUCT, ACTIONS, DECISIONS, ALCOHOL CONSUMPTION, AND PERSONAL PROPERTY.
- I AGREE TO FOLLOW ALL INSTRUCTIONS GIVEN BY THE DRIVER AND COMPANY REPRESENTATIVES.
- I UNDERSTAND THAT FAILURE TO FOLLOW COMPANY RULES MAY RESULT IN REMOVAL FROM THE VEHICLE WITHOUT REFUND.
- I UNDERSTAND THAT THROWING OBJECTS FROM THE VEHICLE MAY RESULT IN A MINIMUM \$500 FEE PLUS ANY ADDITIONAL FINES, DAMAGES, OR LEGAL COSTS.
- I UNDERSTAND THAT EACH PASSENGER IS REQUIRED TO COMPLETE THEIR OWN WAIVER AND IS RESPONSIBLE FOR THEIR OWN ACTIONS.
- I AM SIGNING THIS AGREEMENT VOLUNTARILY AND OF MY OWN FREE WILL.

I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE OR THAT THIS AGREEMENT HAS BEEN SIGNED BY MY PARENT OR LEGAL GUARDIAN.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ EVERY PAGE OF THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

PARTICIPANT INFORMATION

Full Name: _____

Phone Number: _____

Date of Birth: _____

Date of Event: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Signature: _____

Printed Name: _____

Date Signed: _____