



Wilmington Bike & Brew, LLC

Participant Terms of Service and Release of Liability

Participant Name (Printed): _____

In consideration of being allowed to participate in any way in the Host's program, related events and activities, and use of equipment, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Host, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. Wilmington Bike & Brew Tour guides/representatives and each individual brewery reserve the right to refuse service to any passenger for any type of misconduct or inebriation either in a public place, or on private property while on a Tour. No person who is visibly inebriated will be allowed to operate an E-Bike. In the event that a passenger(s) is refused service in the middle of the Tour, a separate vehicle will be sent to return the passenger(s) to their pick-up location at the passenger's expense, which will be automatically charged to the ticket purchaser's credit card on file.
6. Payment for all Tour tickets is required in full at time of reservation.
7. Reservations must be made in advance. Reservations are taken on a first-come, first-served basis.
8. Tour Price does not include guide gratuity. Tips are welcomed.
9. Tourists must be 21 years and older to drink alcohol. Each Tour guest must present a valid driver's license or government ID upon request.
10. Tours depart promptly at start time. Guests who arrive late are considered "no show" and no refund will be given. Please contact us prior to the tour if there is a problem and we will do our best to reschedule your spot.



11. Only those registered as passengers and paid in full in advance via credit card are allowed to join the tour. No last-minute substitutions. Please coordinate substitutions in advance.
12. The drinking of alcohol while riding the E-Bike is prohibited. Purchases can be made and taken along for consumption after the tour, but not during. No outside alcohol is permitted during the tour.
13. Daily Tour destinations are subject to change at any time.
14. Wilmington Bike & Brew reserves the right to make any change deemed necessary to the route, the order of the Tour and time scheduled for the tour.
15. Wilmington Bike & Brew reserves the right to cancel or reschedule a Tour based on circumstances deemed necessary by management. Tours will not be conducted with less than 2 attendees, and will not be conducted during inclement weather. Tours are year-round, and rain or shine. All attendees should dress for the weather. Thunderstorms and Temperatures under 50 degrees F are considered inclement for cancellation/rescheduling purposes.
16. We reserve the right to terminate any person's alcohol service without warning.
17. Unfortunately, given the nature of our tour, we are not able to support service to those with special needs.
18. Wilmington Bike & Brew Tours is not responsible for any items that are left, stolen, lost or damaged during and after the conclusion of Tour Service.
19. By purchasing a ticket and participating in the Tours, guests grant the Wilmington Bike & Brew Tours, LLC permission to use their likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X Participant's Signature _____ Age ____ Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X Parent / Legal Guardian Signature _____ Date _____

Emergency Phone Number(s) _____