



FUNCAB LLC Release Form

Behavior Agreement and Passenger Release of Liability Waiver

This Waiver and Release of Liability (the "Agreement") is entered into by the undersigned ("Participant") and FUNCAB LLC ("Company"), their respective agents, employees, officers, directors, successors, and assigns.

1. ****ASSUMPTION OF RISK****: Participant acknowledges that the use of the FUNCAB car and participation in related activities is potentially dangerous and carries with it certain inherent risks, including the risk of physical injury, damage to property or death. Participant knowingly and freely assumes all such risks, both known and unknown, of using the FUNCAB car and participating in the activities.

2. ****RELEASE AND WAIVER****: Participant hereby releases, waives, discharges and covenants not to sue the Company FUNCAB LLC, its officers, agents, employees, and other participants (collectively, the "Releasees") 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 Participant, or any of the property belonging to Participant, while using the FUNCAB car, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

3. ****INDEMNIFICATION****: Participant agrees to indemnify, defend and hold harmless the Releasees from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by the Releasees, including any attorneys' fees and any and all cost and expenses incurred in enforcing this Agreement or in collecting any debts due or to become due or damages sustained by the Releasees FUNCAB LLC, as a result of Participant's use of the FUNCAB car.

4. ****AGE AFFIRMATION AND CAPACITY****: Participant affirms that they are sober, of sound mind, and capable of making this Release. Participant affirms that they fully understand the language in this document and what they are agreeing and not agreeing to by signing it.

5. ****CHILDREN****: Participant acknowledges that if they choose to bring a child (minor of age less than 10 years old) to ride in the FUNCAB car, the child must be accompanied by an adult or guardian at all times during the ride.

6. ****PROPRIETARY RIGHTS****: Participant acknowledges that the FUNCAB car is of proprietary manufacture. Participant agrees not to reverse engineer, build or cause to be built any vehicle of the same or similar construction. Our patent is Pending, and all copyrights are restricted.

Rules to be followed:

- a. **All riders must wear a seatbelt all the time being inside the FUNCAB car**
- b. **Riders if law allows may bring beer or wine or other fermented beverages on board. No hard liquor.**
- c. **All alcoholic beverages and people holding them must remain in the FUNCAB car all the time.**
- d. **Any person arriving in an intoxicated condition shall not be allowed to board FUNCAB car.**
- e. **The FUNCAB car Driver is responsible for the FUNCAB car and his/her decisions are final.**
- f. **All laws and rules regarding drinking Age, alcohol and behavior apply to all passengers before, during and after FUNCAB car ride. Inappropriate behavior will result in the offending passenger(s) being asked to disembark immediately. No refund will be issued to passengers(s) asked to disembark. Passengers will be responsible for their own transportation from point of disembarking.**

Inappropriate behavior includes but is not limited to:

- **Extreme intoxication** • **Giving alcohol to non-passengers** • **Foul Language or Gestures**
- **Public urination /vomiting** • **Loitering during the ride** • **Excessive noise/screaming.**
- **Putting on Videos with Nudity, profanity (cursing, swearing), any Racial acts, illegal Drugs**
- **Taking off seatbelts and standing up**

g. **Protect your belonging all the time, we are not responsible for damage or theft.**

- h. **Any transgressions of the above restrictions may result in the FUNCAB Driver ending the ride immediately and causing a minimum \$250 Late/Damage/Violation Fee to be charged to the Renter's credit card. No refund will be issued for rides ended early due to passenger behavior.**

All city and state laws and rules regarding alcohol apply to all passengers before, during and after FUNCAB ride.

By signing below on page 3, the Participant acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

THE FUNCAB LLC PHOTO AND VIDEO RELEASE FORM

I hereby grant the FUNCAB LLC permission to use my likeness in a photograph, video, or other digital media ("photo-video") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos and videos will become the property of FUNCAB LLC and will not be returned.

I hereby irrevocably authorize the FUNCAB LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the FUNCAB LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. **I HAVE READ AND UNDERSTAND THE ABOVE PHOTO VIDEO RELEASE.**

I agree to be videotaped : YES _____ NO _____

By signing this page, you are confirming that you read the whole waiver either online or in person, and you understand the content in this waiver

I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS THROUGH THE PHONE OR IN PERSON AS EVIDENCED BY THEIR SIGNATURES OR THEIR REPRESENTATIVE BELOW. I ACCEPT:

Rider 1 PRINT NAME _____ SIGN _____ Date _____

Rider 2 PRINT NAME _____ SIGN _____ Date _____

Rider 3 PRINT NAME _____ SIGN _____ Date _____

Rider 4 PRINT NAME _____ SIGN _____ Date _____

Rider 5 PRINT NAME _____ SIGN _____ Date _____

Rider 6 PRINT NAME _____ SIGN _____ Date _____

Rider 7 PRINT NAME _____ SIGN _____ Date _____

Rider 8 PRINT NAME _____ SIGN _____ Date _____

Rider 9 PRINT NAME _____ SIGN _____ Date _____

Rider 10 PRINT NAME _____ SIGN _____ Date _____

Rider 11 PRINT NAME _____ SIGN _____ Date _____

Rider 12 PRINT NAME _____ SIGN _____ Date _____

NOTE: This is a general liability waiver and should not replace the advice of an attorney. Always consult with a legal professional before using such a document.