

Release of Liability and Assumption of Risk

Booking Individual: _____ Phone: _____

Name of Driver: _____ Date: _____

In consideration of the services on North Fork Wine Wagon, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NFWW") I hereby agree to release and discharge NFWW, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in use of any NFWW service, both riding and pedaling, and non-riding and non-peddaling related, entail significant risks, both known and unknown, which could result in physical and emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of NFWW or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NFWW from and its employees, any claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NFWW's equipment and facilities, including any such claim which allege negligent acts or omissions of NFWW.
4. Should NFWW or anyone acting on their behalf, be required to incur attorney's fees at cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bare the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of New York, including the Recreation ASafety Act, without regard to its conflict of law rules.
7. I agree to abide by any and all of the rules set forth by the owners and operators of NFWW.
8. The Booking Individual hereby agrees to pay the advertised Tour Fee, either at the time of booking, at the time of arrival for the scheduled tour, or immediately after the Tour is completed.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against North Fork Wine Wagon, Inc., on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT AND AGREE TO BE BOUND BY IT'S TERMS

* Participants are always offered a helmet - please let your driver know if you would like to wear one.

I understand the rules of ridership for the North Fork Wine Wagon, and understand that our tour will be terminated immediately, without refund, if there ia a violation of any of these rules. These rules include, but are not limited to:

NO open alcoholic beverage containers are permitted in any public space other than privately owner wineries and breweries

NO alcoholic beverages other than beer and wine are allowed on the NFWW while visiting a winery or brewery

ONLY products produced at the area visited by the NFWW is to be consumed when located at a winery or brewery.

NO rider may leave the bike in motion, and no one may jump on the bike in motion

NO disrespect to the community , including littering, foul language, etc.

NO abuse of the bike, the Booking Individual will be billed for any incurred damage

NO glass containers allowed on the bike while the bike is in motion

NO hanging off the bike, or reaching off the bike, for obvious safety reasons

All State, City and County laws pertaining to alcohol consumption apply. Personal contact information for the booking individual will be shared with the local Police Department if any infractions occur during your tour. We are obligated to the Town of Southold, and the Southold Police Department, to contact them immediately to advise of your location in the event your tour is terminated. Please be respectful of our fun and unique business.

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