



## **GROOVELINE TRANSPORTAINMENT, LLC TOURS WAIVER**

### **PARTICIPANT AGREEMENT RELEASE AND ASSUMPTION OF RISK**

**\*DO NOT SIGN FOR OTHER PEOPLE. SIGNATURE WILL BE VERIFIED THROUGH VALID STATE ISSUED ID OR PASSPORT**

**Before boarding the bus, EACH RIDER MUST sign this form. If you are completing this form for a passenger that is minor, you must be a legal guardian of that minor passenger.**

In consideration of the services of Grooveline Transportainment, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Grooveline Transportainment, LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Grooveline Transportainment, LLC, activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

2. I acknowledge that my participation may be with another company working with Grooveline Transportainment, LLC and that you understand that participation with the other company could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I agree that if any situation occurred that Grooveline Transportainment, LLC would not be held liable for any physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.

The risks include, but is not limited to: collisions, and flipping over; slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; musculoskeletal injuries including head, neck and back injuries; the condition of roads, terrain, or highways and accidents connected with their use; equipment failure and/or operator error; loss or damage to equipment or personal property; the negligence of other visitors, participants, or other persons who may be present; exposure to the elements of the outdoors and natural surroundings; exposure to temperature and weather extremes which could cause hypothermia, hypothermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life, accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Grooveline Transportainment, LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's mental, physical illness, fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to remain seated throughout the duration this activity.

2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Grooveline Transportainment, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Grooveline Transportainment, LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of Grooveline Transportainment, LLC.

3. Should Grooveline Transportainment, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. 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 bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

5. In the event that I file a lawsuit against Grooveline Transportainment, LLC, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. If I as an adult consent to this waiver, I agree that this waiver applies to any and all minors under my authority or which I am in control or have established supervision of. I accept any financial obligation that could arise due to damage of property and agree to release Grooveline Transportainment, LLC of any and all responsibility of you and your party. Any and all sections under this waiver are hereby understood and agreed to for both me and any minors as stated above.

### **GROOVELINE TRANSPORTAINMENT, LLC TOURS PHOTO/VIDEO RELEASE**

I hereby grant Grooveline Transportainment, LLC permission to use my 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 understand and agree that all photos/videos will become the property of the Grooveline Transportainment, LLC and will not be returned.

I hereby irrevocably authorize Grooveline Transportainment, LLC to edit, alter, copy, exhibit, publish, or distribute these photos/videos 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/video.

I hereby release my pictures/videos taken on Grooveline Transportainment, LLC property or equipment to be used for marketing purposes. Grooveline Transportainment, LLC can obtain the pictures/videos from any source necessary for marketing purposes.

I hereby hold harmless, release, and forever discharge Grooveline Transportainment, 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.

## **GROOVELINE TRANSPORTAINMENT, LLC RELEASE OF LIABILITY OF STORED ITEMS**

I hereby grant Grooveline Transportainment, LLC permission to store my items ( drinks, purses, etc.) and provide them to me at my request. I understand Grooveline Transportainment, LLC does not supply, provide or sell any items, drinks or food on the bus. Any items I require will be provided by me, to Grooveline Transportainment, LLC staff for storage. Grooveline Transportainment, LLC does not allow any beverages to be in anything other than a plastic cup or koozie for safety of all guest and employees and therefore agree for Grooveline Transportainment, LLC staff to transfer the drinks to a cup. NO GLASS will be allowed on the bus and ALUMINUM cans may only be stored in Grooveline Transportainment, LLC coolers until they are open and poured into a plastic cup.

I hereby hold harmless, release, and forever discharge Grooveline Transportainment, LLC and its employees 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.

## **GROOVELINE TRANSPORTAINMENT, LLC TOURS TEXT-EMAIL RELEASE**

I hereby grant Grooveline Transportainment, LLC permission to text and or email me at the provided number/email for marketing, reviews and notifications about future events. Grooveline Transportainment, LLC will send a minimal number of text or emails. These messages will come from Grooveline Transportainment, LLC or one of its providers.

I understand that Grooveline Transportainment, LLC will not use my information or sell my information to any third party. Grooveline Transportainment, LLC does not send email/text soliciting other companies.

I understand that standard text messaging/SMS fee may be charged by the carrier.

I understand that I can opt-out of the messages at any time. Opt-out assistance is available.

## **GROOVELINE TRANSPORTAINMENT, LLC TIPS AND GRATUITY RELEASE**

All tips and gratuities between the customers and the Grooveline Transportainment, LLC staff are considered final. Any disputes of the tips and gratuity are between the customer and the Grooveline Transportainment, LLC staff (as an individual). Grooveline Transportainment, LLC (the Corporation) does not have any control over the outcome of these payments between the parties nor does it claim to accept any financial, economical or social media responsibility. I release Grooveline Transportainment, LLC from any claims or accusations as a company involving the transactions of funds between the two parties.

## **ENVIRONMENTAL / INFECTIOUS DISEASE RELEASE**

Grooveline Transportainment, LLC cannot ensure that COVID-19 is not present in the venue, bathroom, or any interior or exterior part of the venue or tour. As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, also known as "Coronavirus," at any time or in any place. Despite the continued careful attention of the management staff to personal protection and disinfection protocols to limit transmission of this disease, there is still a chance that you could be exposed to this or other illnesses within the venue or tour, just as you might be at your grocery store, favorite restaurant, or even doctor's office. We have taken measures to reduce the risk however, you assume this risk by participating in any activities Grooveline Transportainment, LLC represents. By purchase of a tour ticket, private party, or any activity Grooveline Transportainment, LLC represents you

agree to have your temperature taken prior to your engagement in any Grooveline Transportainment, LLC activity.

Due to the nature of our event, private parties, public tours, and any other activity we represent; Grooveline Transportainment, LLC cannot possibly enforce or guarantee that social distancing or other safety measures will be conducted to eliminate distance between others or our employees. Your purchase of a ticket, private party, or any activity Grooveline Transportainment, LLC holds is your acknowledgement of this risk you assume. You as a patron release all responsibility of Grooveline Transportainment, LLC being held responsible for your personal safety and health. Please follow all local guidelines and your own personal safety requirements. You agree that if you have been exposed to, showed symptoms of COVID or any other infectious disease that you will refrain from attending the event.

**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 Grooveline Transportainment, LLC on the basis of any claim from which I have released them herein. I acknowledge Grooveline Transportainment, LLC may use my photos for marketing purposes.**

**IF NOT COMPLETELY UNDERSTOOD, DO NOT SIGN!**

**I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.**

---

**GUEST NAME (PRINTED)**

---

**GUEST SIGNATURE (OR LEGAL GUARDIAN OF GUEST)**