

2 TWENTY-TWO LLC

ASSUMED NAME: BLUES CITY PARTY WAGON PARTICIPANT WAIVER & RELEASE OF LIABILITY

1. PARTIES

This Participant Waiver & Release of Liability ("Agreement") is entered into between:

2 Twenty-Two LLC, Assumed Name Blues City Party Wagon (hereinafter referred to as "**2 Twenty-Two LLC**")

and the undersigned participant.

2. RELEASE OF LIABILITY

In consideration of the services of **2 Twenty-Two LLC, Assumed Name Blues City Party Wagon**, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge **2 Twenty-Two LLC** on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

3. ACKNOWLEDGMENT OF RISKS

I acknowledge that participation in Tractor Drawn Livery activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or third parties. These risks include, but are not limited to:

- Slips, trips, and falls
- Holes, bumps, ruts, obstacles, traffic, tree limbs, rocks
- Water hazards and collisions with fixed or moving objects
- Hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration
- Fatigue, dizziness, reduced reaction time
- Insect bites, hazardous plant life
- Sprains, strains, bruises, abrasions, cuts, fractures, broken bones
- Head, neck, back, and internal injuries
- Loss of fingers or appendages
- Falls from the carriage or wagon

- Variations in terrain including creeks, bridges, roads, wildlife, debris, cliffs
- Remote locations without medical facilities
- Transmissible pathogens or disease
- Transportation-related accidents

I understand these risks cannot be eliminated without compromising the essential nature of the activity.

4. ASSUMPTION OF RISK

I expressly agree and promise to accept and assume all risks associated with this activity. My participation is voluntary, and I choose to participate despite the risks.

5. RELEASE & INDEMNIFICATION

I voluntarily release, forever discharge, and agree to indemnify and hold harmless **2 Twenty-Two LLC** from any and all claims, demands, or causes of action connected with my participation or use of **2 Twenty-Two LLC's** equipment or facilities, including claims alleging negligence.

If **2 Twenty-Two LLC** incurs attorney's fees or costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. INSURANCE & MEDICAL CONDITIONS

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or I agree to bear such costs myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. LEGAL VENUE

Any lawsuit filed against **2 Twenty-Two LLC** must be filed exclusively in the State of Tennessee. Tennessee substantive law shall apply, without regard to conflict-of-law rules. If any portion of this Agreement is found unenforceable, the remainder shall remain in full force and effect.

8. TENNESSEE ADVENTURE TOURISM NOTICE

Under Tennessee law, an adventure tourism professional is not liable for injury or death of a participant resulting from inherent risks of such activities, pursuant to Tennessee Code Annotated, Title 11, Chapter 11.

9. ACKNOWLEDGMENT

By signing below, I acknowledge that if anyone is injured or property is damaged during my participation, I may be found to have waived my right to maintain a lawsuit against **2 Twenty-Two LLC**. This Agreement applies to all future visits and participation.

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

SIGNATURES

Participant Name (Print): _____

Participant Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

If Participant is a Minor

Minor's Name: _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Date: _____