

WAIVER OF LIABILITY

For and in consideration of _____ (hereinafter "Customer") riding on a vehicle owned and operated by Music City Party Fire Engine, LLC (hereinafter "MCPFE") and any other services which may be provided incidentally, and for other good and valuable consideration, the undersigned agrees as follows:

Limitation of Liability: Customer understands and agrees that personal injury can or may happen to him or her, and Customer expressly agrees that he or she assumes all risks and liability associated with any services provided by MCPFE, including accidents or any risks associated with motor vehicles, and that in no event shall MCPFE be liable for any actual, incidental, special, indirect, consequential, or any other damages of any kind, including without limitation compensation, reimbursement, or damages or for the claims of any third party. Customer shall fully indemnify, hold harmless and defend MCPFE and its members, officers, employees, and/or agents from and against all claims, demands, actions, lawsuits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) which arise out of or relate to any claims, including any third-party claims against MCPFE, whether or not such claim has merit.

Mediation Before Litigation: Customer expressly agrees that any claims, disputes or controversies he or she might have shall be referred to mediation prior to commencing litigation. Mediation is a process through which a neutral, impartial mediator attempts to resolve issues with a mutually agreeable outcome before filing litigation. Customer expressly agrees to refer this matter to a Rule 31 mediator in Davidson County, Tennessee prior to filing suit against MCPFE.

Refunds/Exchanges: All payments are final. All credit card sales are final and cannot be contested. No refunds or exchanges allowed unless approved by MCPFE in writing.

Governing Law & Jurisdiction: Customer agrees that this contract is governed by the laws of the State of Tennessee. Customer and MCPFE each agree that any litigation to be filed must be brought in a court of competent jurisdiction located within Davidson County, Tennessee.

Photo Release & Consent: I understand that MCPFE may take photographs or video footage during my ride for security and/or advertising and/or other lawful purposes. I expressly release and waive any rights I may have in such pictures or videos, authorize MCPFE to use them for any purpose at no cost, and I understand and agree that such pictures or video will belong to MCPFE with no right on my part for inspection. I expressly release any demands or claims I may have with respect to such pictures and/or video.

Merger & Severance: The parties agree that the terms as found within this document are the full and complete agreement they have reached. Any prior agreements the parties may have had are superseded by this document. No changes can be made to the agreement unless each party agrees in writing. The parties further agree that if a court of competent jurisdiction determines that part of this agreement is unlawful or unenforceable, that all other terms shall remain in full effect.

I HAVE READ AND AGREE TO EACH AND EVERY TERM OF THIS DOCUMENT.

Customer Signature ("Customer"): _____

Printed: _____ Date: _____

MCPFE: _____ By: _____