

Twisted Mitten Tours Waiver for Minors

Please check all below to confirm you have read and agree to the conditions and rules for a minor to be on the Twisted Mitten Tours Pedal Trolley.

In consideration of my Minor Child being permitted to ride/participate on the Twisted Mitten Tours Trolley, I, for myself and my Minor Child:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of riding on the Twisted Mitten Tours Trolley, my Minor Childs experience and capabilities and believe my Minor Child to be qualified, in good health and in proper physical condition to participate in a tour and do not know of any condition or reason my Minor Child should not participate in a tour. I further agree and warrant that if, at any time, I or my Minor Child believes the conditions to be unsafe, my Minor Child will immediately discontinue further participation in the tour.
2. **AGREE** that my Minor Childs safety is primarily my own responsibility. I agree to make sure that my Minor Child knows how to safely participate in the tour and on the Twisted Mitten Tours Trolley. My Minor Child agrees to observe any rules and practices that may be employed to minimize the risk of injury and agrees to stop and seek assistance if he/she does not believe he/she can safely continue on the tour.
3. **FULLY UNDERSTAND** that: **THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY, PARALYSIS AND DEATH (Risks)** and while particular rules, equipment and personal discipline may reduce these Risks, these Risks of serious injury do exist. These risks and dangers may be caused by my Minor Childs own actions or inactions, the actions or inactions of others participating on the tour, the conditions in which the tour takes place and/or **THE NEGLIGENCE OF THE RELEASEES**. There may be **OTHER RISKS** and/or **SOCIAL AND ECONOMIC LOSSES** either not know to me or not readily foreseeable at this time.
4. **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, **AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I or my Minor Child incurs as a result of my Minor Childs participation on Twisted Mitten Tours Trolley.
5. **HEREBY AGREE TO NOT SUE TWISTED MITTEN TOURS LLC**, its owners or employees **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY MINOR CHILDS ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES**.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT'S TERMS.

Printed name of parent or legal guardian

Name of Minor Child

Signature of parent or legal guardian

Date