

GALLIVANTING ATX PARTY BUS RENTAL AGREEMENT

FULL NAME (PERSON ON CARD) _____

PHONE NUMBER: (PERSON ON CARD) _____

CREDIT CARD #: _____

CARD EXPIRATION DATE:

_____/_____/_____ CODE _____

CARD BILLING ADDRESS: _____

DEPARTURE DATE: _____

DEPARTURE TIME: _____

NAME OF CONTACT PERSON FOR BUS RENTAL: _____

CELL PHONE # OF MAIN CONTACT: _____

EMAIL ADDRESS: _____

NUMBER OF PASSENGERS _____

PICK-UP ADDRESS: _____

DESTINATION(S): (name & address for each stop)

1. _____

2. _____

3. _____

4. _____

5. _____

FINAL DROP-OFF TIME: _____

DROP-OFF ADDRESS: _____

Liability Agreement

1. In consideration for receiving permission to participate with Gallivanting ATX, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Gallivanting ATX and/or the company's officers, agents, servants, or employees (hereinafter referred to as RELEASES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me and/or other members in my group that are using the transportation service, or any of the property belonging to me and/or other members in my group that are using the transportation service WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or road hazards. I hereby elect to VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASES from any loss, liability, damage, or costs, including court costs and attorney fees that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASES OR OTHERWISE.

4. I understand that Gallivanting ATX does not maintain any insurance policy, other than Fleet Insurance Coverage, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least twenty-one (21) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Terms & Conditions

Please remember that our terms and conditions are created for the safety of our passengers, employees, others, and equipment.

By making your reservation with Gallivanting ATX, you agree to be bound by the following terms and conditions:

- We require a \$100 deposit to reserve a bus. The deposit is non-refundable when you book the trip because if you reserve that specific time and reserve the bus, we will no longer be able to rent that time slot if you cancel. The deposit is applied to the total cost of your trip. The remaining balance is due 72 hours before the date of booking and will be automatically deducted from the card used for the deposit. The remaining balance is still due if you cancel less than 72 hours before your trip.
- **"No Show"** - If you cannot locate your Gallivanting ATX driver, you must immediately contact Gallivanting ATX. "No show" charges will be applied if you fail to call our office before leaving the pickup location.
- Gallivanting ATX CANNOT GUARANTEE THE TIME OF ARRIVAL AT THE MEETING POINT OR DESTINATION, as it may be affected by occurrences out of our control such as: traffic, road hazards, and weather conditions. There will be no refunds for the factors stated.
- OVERTIME IS POSSIBLE, BUT NOT GUARANTEED. This is at the driver's discretion and a fee of \$125 per hour will be required.
- Gallivanting ATX reserves the right to substitute the vehicle in case a last-minute mechanical malfunction or other unpredicted event puts a rented vehicle temporarily out of service. Depending on the availability, the alternate vehicles may have different size and features than the initial one.

Drugs and Alcohol Policy

NO ILLEGAL DRUGS CAN BE CARRIED OR USED IN THE GALLIVANTING ATX PARTY BUS VEHICLES. If any illegal activity takes place inside the vehicle, the Gallivanting ATX driver may terminate the trip with no refunds.

SMOKING AND VAPING ARE STRICTLY PROHIBITED IN OUR VEHICLES. Failure to comply will result in a \$120 fine and the driver may terminate the trip with no refunds. Feel free to ask the driver to stop for smoke breaks as many times as you need. A minimum \$300 clean-up fee will be applied if smoking occurs in one of our vehicles.

NO UNDERAGE DRINKING OR POSSESSION OF ALCOHOL IS PERMITTED. In case this occurs, the Gallivanting ATX driver may terminate the trip with no refunds and the minors will be dropped off in a safe location.

Cleaning and Damage Fee

Gallivanting ATX reserves the right to charge additional cleaning and damage fees if during or after the bus ride, extensive cleaning is required due to client's actions. Fees may vary from \$50 to \$1000.00 depending on extent of damage.

During the rental, it is the client's full responsibility to take care of his belongings. Please be sure to gather all your belongings at the end of the rental. However, for any lost and found items, do not hesitate to contact us. We are not responsible for any stolen or missing personal items.

Gallivanting ATX cannot be held liable for any personal or material damage caused by the hirer during the transportation service. To the extent permitted by federal laws, Gallivanting ATX full or in part liability is limited to the cost of the hire and only under the terms of this agreement. No Gallivanting ATX drivers (the hirer) employee or representative is authorized to change or waive requirements stated in the conditions of transportation or service.

Gallivanting ATX reserves the right, at its sole discretion, to change, modify, add, or remove any portion of this agreement in whole or in part, at any time, without prior notice. Changes to these terms and conditions will be effective when notice of such change is posted. Terms and conditions shall be deemed complete and effective upon posting on this website.

I have read, understand, and agree to all the above terms and conditions. If any of the above terms or conditions are not respected by me (the hirer) or anyone in my party, the rental agreement may be terminated without refund.

Waiver

Released Parties include Gallivanting ATX and its staff, agents, contractors, insurers, equipment suppliers, event sponsors, organizers, promoters, officials, property owners and advertisers. Releasing Parties include the participant as well as the participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns or anyone else who might claim or sue upon the participant's behalf.

Rules and Regulations

1. I grant Gallivanting ATX permission to use photos and/or videos of me for promotional purposes including, but not limited to use on social media sites.
2. Any person arriving in an intoxicated condition shall not be allowed inside the bus.
3. If a passenger feels ill, request that the driver pull over immediately. Incidents are subject to additional fees. (There is a \$50 minimum charge for vomiting or other bodily fluids in the bus).
4. Liability for any damages to the vehicle, which are caused by the passenger(s), will be charged as additional fees.
5. If ANY illegal activity is suspected or occurs during service, Gallivanting ATX will terminate service immediately.
6. A \$100 charge plus any damages will be charged for tampering with the emergency exit or hanging out the windows (or throwing things out the window).
7. There is **ZERO** tolerance for any physical or mental abuse to the driver.

Acknowledgement of Understanding

I have read this agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily and intend my signature to represent my complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Gallivanting ATX or the INHERENT RISKS of the activity, to the greatest extent allowed by law.

Signature

Date

Date of Service: _____

Party Name: _____

PRINTED NAME

SIGNATURE

Minors Name

Parent/Guardian

Parent/Guardians Signature
