



**21+ PASSENGER WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK
& INDEMNIFICATION AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

1. PARTICIPANT ELIGIBILITY

I certify that I am at least twenty-one (21) years old and voluntarily choose to participate as a passenger in an Indy Party Carts ride, tour, charter, event, transportation service, or related activity (the "Activity").

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand that entering, exiting, riding in, or being around a low-speed or golf-cart-style vehicle involves inherent and other risks, including collisions; sudden stops, starts, turns, or evasive maneuvers; contact with vehicles, bicycles, scooters, pedestrians, curbs, roadways, or fixed objects; uneven pavement, potholes, debris, construction, weather, and traffic; slips, trips, or falls; improper entry or exit; failure to remain seated or use safety equipment; acts or omissions of passengers or third parties; property damage; serious bodily injury; disability; paralysis; or death. I knowingly and voluntarily assume all risks inherent in or reasonably associated with the Activity, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by Indiana law.

3. PASSENGER SAFETY REQUIREMENTS

I will remain seated while the vehicle is moving; properly use the provided seat belt and safety equipment; keep all body parts within the passenger area; follow the driver's instructions; and comply with applicable law. I will not distract or interfere with the driver, attempt to control the vehicle, stand, climb, jump from the vehicle, fight, engage in horseplay, or otherwise endanger myself or others. Indy Party Carts may refuse or terminate service when a passenger's conduct, condition, or apparent impairment presents a safety concern.

4. ALCOHOL, DRUGS, AND IMPAIRMENT

I am responsible for my alcohol consumption and behavior. I will not possess, consume, or use alcohol, controlled substances, or other substances in violation of law or Indy Party Carts rules, and I will not participate when impairment makes it unsafe to board, ride, follow instructions, remain seated, or exit safely.

5. RELEASE AND WAIVER OF LIABILITY - INCLUDING ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, I KNOWINGLY AND VOLUNTARILY RELEASE, WAIVE, AND DISCHARGE INDY PARTY CARTS, ITS LEGAL ENTITY OR ENTITIES, OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, DRIVERS, CONTRACTORS, AGENTS, REPRESENTATIVES, INSURERS, SUCCESSORS, AND ASSIGNS (THE "RELEASED PARTIES") FROM CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE, NEGLIGENT ACTS, OR NEGLIGENT OMISSIONS OF A RELEASED PARTY, TO THE EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED. Nothing in this Agreement releases liability that cannot legally be waived.

6. RESPONSIBILITY FOR PASSENGER CONDUCT

I accept responsibility for injuries, losses, or damages resulting from my violation of safety instructions, misuse of equipment, unlawful conduct, intentional acts, or reckless behavior. To the extent permitted by law, I am responsible for damage I intentionally or negligently cause to an Indy Party Carts vehicle, equipment, or other property.

7. THIRD-PARTY AND PUBLIC-ROADWAY RISKS

I understand that the Activity occurs on public streets and may involve motorists, pedestrians, cyclists, scooters, construction, roadway defects, weather, traffic, and other circumstances outside Indy Party Carts' control. Indy Party Carts cannot control third parties or eliminate every public-roadway risk.

8. MEDICAL AUTHORIZATION

If I am injured or experience a medical emergency and cannot make decisions for myself, I authorize Indy Party Carts personnel to contact emergency medical services. I understand its personnel may not be medical professionals, and I am responsible for resulting medical expenses except as otherwise required by law.

9. PERSONAL PROPERTY

I am responsible for securing my belongings. To the fullest extent permitted by law, Indy Party Carts is not responsible for lost, stolen, misplaced, or damaged personal property except where liability cannot lawfully be excluded.

10. GOVERNING LAW, VENUE, AND SEVERABILITY

Indiana law governs this Agreement. To the extent permitted by law, any related proceeding shall be brought in a court of competent jurisdiction in Marion County, Indiana. If a provision is invalid or unenforceable, it shall be enforced to the maximum lawful extent or severed, and the remaining provisions will continue in effect.

11. ELECTRONIC RECORDS AND SIGNATURE CONSENT

This Agreement may be presented, accepted, and signed electronically. By checking the acknowledgment boxes and entering or applying my electronic signature, I intend that action to be my legal signature, consent to be bound, and consent to receive and retain an electronic copy.

12. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT I READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING. IT CONTAINS AN ASSUMPTION OF RISK AND A RELEASE OF CERTAIN LEGAL RIGHTS, INCLUDING CERTAIN CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF INDY PARTY CARTS AND THE OTHER RELEASED PARTIES. I SIGN VOLUNTARILY AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS.

DIGITAL SIGNATURE / PARTICIPANT INFORMATION

Complete the fields below before participating. A booking or e-signature platform may also record the date, time, IP address, booking number, and audit trail.

Full legal name:			
Date of birth:		Phone:	
Email:			
Emergency contact:		Phone:	
Ride / booking #:		Ride date:	

- ☐ I certify that I am 21 years of age or older.
- ☐ I have read, understand, and voluntarily agree to this entire waiver and release.

Electronic signature:		Date:	
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Business note: This form is a business template and is not a substitute for advice from an Indiana attorney. Have Indiana counsel and your insurer review the final form before use, particularly the negligence release, alcohol rules, and permit-specific requirements.