

Florida Scenic Tour Passenger Liability Waiver & Release

Notice and Tour Details

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. By signing, you agree to release Skyway Scenic Shuttle from liability as described below. Replace every [bracketed] item before use.

Field	Details
Tour name	Skyway Scenic Shuttle Tour
Tour date(s)	[Date(s)]
Meeting point and start time	[Address] at [Time]
Route / destination	[Route description or highlights]
Approx. distance and duration	[Miles] miles / 3 hours
Tour vehicle (type, unit or plate no.)	[Vehicle Details]

1. Description of the Tour

ABC SERVICES 1977 LLC operates a guided scenic tour ("the Tour") in which I ride as a passenger in a vehicle driven by a driver or guide employed or engaged by ABC SERVICES 1977 LLC. I will not drive any vehicle on the Tour. The Tour follows the route described above in Florida and may include stops for photography, meals, restrooms, short walks, and sightseeing at overlooks, parks, beaches, and other points of interest. The Tour is recreational and is not a race, timed event, or instructional course.

2. Acknowledgment and Assumption of Risks

I understand that riding in a vehicle and taking part in a scenic tour involve inherent risks that cannot be eliminated, even with reasonable care. These risks include, but are not limited to:

- Collisions involving the tour vehicle and other vehicles, motorcycles, bicycles, pedestrians, or fixed objects, and sudden stops, turns, or swerves
- Heavy tourist traffic, construction zones, drawbridges, and unfamiliar or crowded roads
- Florida weather, including sudden heavy rain, lightning, flooding, tropical storms and hurricanes, and extreme heat and humidity that can cause heat exhaustion, dehydration, or sunburn
- Wildlife and insects, including alligators, snakes, stinging insects, fire ants, and mosquitoes
- Slips, trips, and falls when boarding or exiting the vehicle and at stops, including on wet, sandy, uneven, or slippery surfaces, steps, curbs, docks, and boardwalks
- Mechanical failure, tire failure, or delays, and breakdowns in areas with limited services
- Remote locations with limited or no cell coverage and delayed emergency response
- Errors in judgment, fatigue, or distraction by the driver, other drivers, or other passengers

I understand that these risks may result in serious injury, illness, property damage, or death. I knowingly and voluntarily accept all such risks, whether or not listed above, and I am participating by my own choice.

3. Release and Waiver of Liability

In exchange for being allowed to participate in the Tour, I, on behalf of myself, my heirs, personal representatives, and assigns, **release, waive, and forever discharge** ABC SERVICES 1977 LLC, its owners, officers, employees, drivers, guides, volunteers, agents, insurers, and affiliates, and the owners and operators of any vehicle, property, park, or attraction used for the Tour (together, the "Released Parties") from any and all claims, demands, damages, losses, and causes of action of any kind arising out of or related to my participation in the Tour, including claims for personal injury, illness, death, or property damage, **even if caused in whole or in part by the ordinary negligence of the Released Parties.**

This release does not apply to claims arising from the gross negligence or willful misconduct of the Released Parties, or to any claim that cannot lawfully be waived under Florida law.

4. Indemnification and Hold Harmless

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or cost, including reasonable attorneys' fees, that they incur because of my own acts or omissions, or those of any minor or guest in my party, including any claim brought by me or on my behalf in violation of the release above.

5. Passenger Safety Rules

As a passenger, I agree to the following rules:

- Wear my seat belt whenever the vehicle is moving, as required by Florida law, and make sure any minor in my party uses the child restraint or booster seat Florida law requires for their age and size
- Stay seated while the vehicle is moving and keep my arms, legs, and head inside
- Follow the instructions of the driver and guide, including when to board, exit, and return to the vehicle
- Board and exit only when the vehicle is stopped, and stay clear of traffic at stops
- Stay on marked paths and away from water edges, wildlife, and other hazards at stops
- Use sun protection, drink water regularly, and tell the guide right away if I feel unwell

6. Alcohol, Drugs, and Conduct

I agree that I shall not possess, consume, or bring on board any alcohol, illegal substances, or unauthorized drugs at any time during the Tour, nor shall I board or participate in the Tour while under the influence of alcohol or drugs. I agree to conduct myself in a respectful manner toward the driver, guide, fellow passengers, private property, public parks, and wildlife, and I shall refrain from distracting the driver or engaging in any behavior that creates a safety hazard or disturbance. ABC SERVICES 1977 LLC and its authorized representatives reserve the right to refuse transport to, or immediately remove from the Tour, any passenger without refund if, in their sole discretion, such passenger's conduct, impairment, or condition poses a risk to safety or order.

7. Weather, Route Changes, and Cancellations

ABC SERVICES 1977 LLC may change the route, schedule, or stops, or delay, shorten, or cancel the Tour, at any time because of weather (including lightning, flooding, tropical storms, hurricanes, and any National Weather Service watch or warning), evacuation orders, road or bridge closures, safety concerns, or other conditions outside its control. Refund or rescheduling terms are as stated in ABC SERVICES 1977 LLC's FAQs. I understand ABC SERVICES 1977 LLC is not responsible for costs I incur because of a change or cancellation, such as lodging, meals, or travel expenses.

8. Medical Condition and Emergency Treatment

I confirm that I am physically and mentally able to ride for extended periods and take part in the Tour in Florida's heat and humidity, and that I know of no condition that would make my participation unsafe for me or

others. I am responsible for carrying any medication I need. In an emergency, I authorize ABC SERVICES 1977 LLC and its staff to call 911 and to arrange medical treatment and transport for me and any minor in my party if I cannot be reached or cannot give consent. I understand that emergency response may be delayed in remote areas and that I am responsible for all resulting medical and transport costs.

9. Photo and Media Release

I grant ABC SERVICES 1977 LLC permission to photograph and record me, my passengers, and my vehicle during the Tour, and to use those images and recordings in its marketing, website, and social media without compensation.

10. General Terms

- **Severability.** If any part of this agreement is found unenforceable, the rest remains in full effect.
- **Governing law and venue.** This agreement is governed by the laws of the State of Florida, and any dispute will be brought in the state or federal courts located in Hillsborough County, Florida.
- **Entire agreement.** This is the complete agreement about the subject matter and replaces any prior oral or written statements. It can be changed only in writing signed by ABC SERVICES 1977 LLC.
- **Each adult signs.** Each adult passenger must sign this waiver for themselves. I cannot sign for, or release the claims of, another adult.
- **Minors.** A parent or legal guardian must sign for any passenger under 18 and must complete section 11. For a minor, the release in section 3 applies only to the extent Florida law allows a parent or guardian to release a minor's claims.
- **Electronic signatures.** A signature made electronically or a scanned copy is as valid as an original.

11. Notice to the Minor Child's Natural Guardian

Complete this section only if a passenger is under 18. The notice below tracks the statement required by section 744.301(3)(b), Florida Statutes, and is set in uppercase type 5 points larger than the rest of the waiver.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF [COMPANY LEGAL NAME] USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM [COMPANY LEGAL NAME] IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU

**HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND
[COMPANY LEGAL NAME] HAS THE RIGHT TO REFUSE TO LET
YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

Acknowledgment and Signatures

**I HAVE READ THIS WAIVER AND RELEASE, I UNDERSTAND IT, AND I SIGN IT
VOLUNTARILY. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE THE RELEASED PARTIES FOR NEGLIGENCE.**

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Passenger Name (Signature)	Passenger Name (Print)	Date
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Emergency Contact Name (Print)	Relationship	Phone Number

Under 18 years of age:

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Passenger Name (Print)	Date of Birth (MM/DD/YYYY)	Date
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Passenger Name (Print)	Date of Birth (MM/DD/YYYY)	Date
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Passenger Name (Print)	Date of Birth (MM/DD/YYYY)	Date
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Parent / Guardian Name (Signature)	Parent / Guardian Name (Print)	Date