

ON THE GO BUS, LLC
PARTICIPANT'S WAIVER OF LIABILITY AGREEMENT

_____, (hereafter "Participant"), desires to participate in trips and excursion transported by charter bus to places including but not limited to the theaters, plays, shopping centers, sporting events, museums, state parks, gardens, etc. (collectively "Trips and Excursions") that are organized, facilitated, and hosted by **On the Go Bus, LLC** (hereinafter "On the Go Bus"). Some Trips and Excursions may include overnight stays. Participant understands that On the Go Bus does not own or operate the charter buses that will be used to transport Participant and other passengers, but that On the Go Bus will hire a fully insured third party charter bus company to provide transportation to and from the Trips and Excursions.

Participant acknowledges that Participant can enjoy similar Trips and Excursions on Participant's own or through other similar trip coordinators but chooses to participate in Trips and Excursions through On The Go Bus. Participant acknowledges that there are inherent risks involved with participating in the Trips and Excursions, including while being transported by charter bus and while at the Trips and Excursions sites. These inherent risks may include seriously bodily injury (including permanent disability, paralysis, and even death), slip and falls, theft, loss or damage caused by Participant's actions or inactions, or the actions and inactions of other drivers, passengers, or participants. There may be other risks and social and economic losses either not known to Participant or readily foreseeable at this time.

Participant is aware of these risks but understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the services provided by On the Go Bus. Despite the risks, Participant desires to participate in Trips and Excursions organized, facilitated, and hosted by On the Go Bus activities because of the benefits, including On the Go Bus organizing, as appropriate, the details of transportation, ticket purchases, and accommodations.

Participant, in consideration of the opportunity to participate in On the Go Bus' Trips and Excursions, and for other good and valuable consideration, **FOREVER RELEASES AND DISCHARGES** On the Go Bus, its managers, members, agents, and all other persons, corporations, associations, or partnerships in any way involved in organizing, facilitating, and hosting the Trips and Excursions, **FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, AND COSTS WHATSOEVER**, which Participant may have or incur on account of or in any way growing out of any and all known and unknown, foreseen or unforeseen, bodily and personal injuries, slip and falls, theft, loss and/or property damage or the consequences resulting from any of the aforementioned incidents involving Participant arising out of the Trips and Excursions which include any claims or losses caused by other participants, guests, invitees, or persons, or entities incidentally involved.

Participant further warrants and agrees that Participant is in good physical condition and has no disability, impairment, or ailment preventing Participant from engaging in the Trips and Excursions that will be detrimental to Participant. This Agreement is necessary to allow Participant to engage in the Trips and Excursions, and Participant **AGREES TO FULLY RELEASE** On the Go Bus, its managers, members, and agents, regardless of fault, from any and all responsibility for any accident, injury, death, theft, loss, or damages in any way arising out of the Trips and Excursions as stated above.

Participant further declares and represents that no promise, inducement, or agreement not stated in this Agreement has been made to Participant, and that this Agreement contains the entire agreement between the parties. The terms of this Agreement are contractual and not a mere recital. The terms of this Agreement apply to all Trips and Excursions Participant participates in that are organized, facilitated, and hosted by On The Go Bus.

THE PARTICIPANT HAS READ THIS RELEASE AND FULLY UNDERSTANDS IT.

Date: _____, 20____

Name: _____
(Signature of Participant)

Address: _____
