

## **Bus Pass Waiver Agreement**

By purchasing a bus pass for the bar crawl transit bus, the Lessee acknowledges and agrees to the following terms and conditions:

### **1. Prohibited Activities:**

By purchasing a bus pass, the Lessee agrees to the following prohibitions:

- No vomiting on the bus.
- No smoking of marijuana or cigarettes on the bus (vaping nicotine is allowed).
- No large amounts of liquids to be spilled on the bus.
- No illegal drugs or substances to be consumed or brought on the bus.
- No unauthorized passengers during any transit hours.
- The Lessee must have purchased a pass within the designated time frame to be on the bus during bar crawl hours.

### **2. Assumption of Risk:**

The Lessee acknowledges and accepts the inherent risks associated with riding the bus, including but not limited to the risk of injury or death. The Lessee agrees to assume all responsibility for any injuries or deaths that may occur before, during, or after the transit period, regardless of cause, and releases Axios Products LLC from any and all liability for such incidents.

### **3. Damage and Responsibility:**

The Lessee is responsible for the cost of repairing any damages caused by negligent or belligerent behavior, including the cost of parts and labor. This includes, but is not limited to, the following:

- Damage to the bus interior or exterior.
- Cleaning fees for vomit or spilled liquids.
- Repair costs for broken or damaged equipment.

### **4. Monitoring and Cameras:**

The Lessee is aware that there are multiple cameras on the bus recording them for the duration of their time on the bus. Any behavior that results in damage or violation of the above prohibitions will be documented and used as evidence in case of a dispute.

### **5. No Refunds:**

All sales are final. No refunds will be issued under any circumstances.

### **6. Wait Time:**

The Lessee acknowledges that there may be a wait time for the bus at each bus stop, especially during busy weekends.

#### **7. Dispute Resolution and Legal Action:**

If the Lessee is caught on camera violating any rules or causing damage to the bus and does not pay for the damages and labor, they will be pursued to the fullest extent of Pennsylvania and New Jersey law. The Lessee will bear all court costs per this Agreement.

#### **8. Assumption of Liability and Indemnification:**

- **Lessee's Responsibility:** The Lessee agrees to hold harmless and indemnify Axios Products LLC and its employees, agents, and representatives from any claims, damages, losses, or expenses arising from the use of the bus, including but not limited to claims for injury, death, or property damage, regardless of fault.
- **Waiver of Claims:** The Lessee waives any and all claims against Axios Products LLC for any injuries or deaths that occur before, during, or after the transit period, including but not limited to accidents, falls, or any other incidents, whether caused by the Lessee, their guests, or third parties.

#### **9. Lost or Stolen Items:**

Axios Products LLC is not responsible for any lost or stolen personal items during the transit period.

#### **10. Compliance with Laws:**

The Lessee must comply with all local, state, and federal laws, including those of which state they are being in transit while on the bus.

#### **11. Electronic Signature:**

By purchasing a bus pass, the Lessee consents to the use of their electronic signature and acknowledges that their purchase constitutes acceptance of this waiver agreement and all its terms and conditions.

#### **12. Amendments to the Agreement:**

Axios Products LLC reserves the right to add, revoke, or modify any clauses of this agreement at any time. The Lessee will be notified of any significant changes, and continued use of the bus pass will constitute acceptance of the updated terms.

#### **13. Acknowledgment of Personal Responsibility:**

The Lessee acknowledges that they are solely responsible for their personal actions and the actions of their guests while on the bus. Axios Products LLC is not responsible for any injuries, accidents, or damages caused by the Lessee or their guests.

#### **14. Third-Party Actions:**

The Lessee understands that Axios Products LLC is not liable for any actions, injuries, or damages caused by third parties not affiliated with Axios Products LLC before, during, or after the transit period.

#### **15. Health and Safety:**

The Lessee is responsible for ensuring their own health and safety and that of their guests. Axios Products LLC is not responsible for any health-related issues, including but not limited to allergic reactions, medical emergencies, or any other health complications that may arise during the transit period.

#### **16. Unforeseen Circumstances:**

Axios Products LLC is not liable for any delays, accidents, or damages caused by unforeseen circumstances, including but not limited to natural disasters, traffic accidents, mechanical failures, or acts of God.

#### **17. Insurance Coverage:**

The Lessee is encouraged to have their own insurance coverage for personal injuries and property damage. Axios Products LLC does not provide insurance coverage for the Lessee or their guests.

#### **18. Alcohol Consumption:**

The Lessee acknowledges that there is no alcohol consumption on that bus other than if a bus sponsor is providing samples to try while on board.. Axios Products LLC is not liable for any incidents, injuries, or damages resulting from alcohol consumption, including but not limited to alcohol poisoning, accidents, or impaired judgment.

#### **19. Indemnification for Legal Fees:**

The Lessee agrees to indemnify and hold Axios Products LLC harmless from any legal fees, costs, and expenses incurred as a result of any claims or legal actions arising from the Lessee's use of the bus.

#### **20. Behavioral Expectations:**

The Lessee agrees to the following behavioral expectations:

- The Lessee shall not act belligerently, induce fights, break any laws while on the bus or waiting for the bus, or board the bus if they are too intoxicated.
- Anyone working on the bus has the right to refuse entry to anyone who is visibly intoxicated.

**21. Age Requirement:**

The Lessee must be 21 years of age or older to purchase a bus pass and will be required to provide valid identification.

**22. Information Collection and Use:**

To open a profile, the Lessee must provide a picture of the front and back of their ID or driver's license. The Lessee's name, phone number, and email address may be used for further marketing communications from Axios Products LLC but will not be sold to other parties.