



Hello Tour Organizer!

Thank you sincerely for booking with Huffin Pedal Tours LLC. You are in store for a truly unique experience. Below is very important information you will need to know for your tour.

The information given in this document needs to be shared with your ENTIRE group prior to the big day. To be shared with your crew, on the 2nd page, is our waiver that every peddler will sign on tour day.

The location where your group will find our bike is at 2 Detroit Street North Tonawanda NY 14210. This will be the START and END location of your tour. 2 Detroit Street is the address of The Shores Waterfront Restaurant. Feel free to enjoy dinner and drinks before or after your tour at their venue. It is important to remember that you may not tailgate or bring YOUR OWN drinks into their establishment. Please keep any items that you bring for your tour in your vehicles until you board our Pedal bike. If you forget your beverages The Shores has agreed to let you purchase any drink items from their restaurant!

Please show up 15 minutes prior to booking time. This is the time frame in which you will receive your instructions, sign our waiver and show ALL of your ID's. If you are late you risk losing peddle time to these necessary steps.

Please be familiar with the “Do’s” and “Don’t” from our *Questions* page on our website.

If you are celebrating a special specific occasion such as a bachelorette/bachelor, retirement, birthday etc. please feel free to bring decorations to spruce up the occasion.

YOU bring your drinks (water, soda, beer, wine, cider etc). Huffin Pedal Tours, LLC cannot sell or give away alcohol to your group during your tour. Your group has to drink within their limits so you will not need three 30 packs for a two hour tour! A few drinks per person should suffice. The waiver explains more on the details of intoxication and tour cancellation issues.

We supply a cooler with ice so do not bring those items. It is our pleasure to supply you with other necessary items if you forget something for your drinks or snacks (no glass please). Feel free to bring some munchies or we can give you advice on where to order food on your route. Every venue has there specialty menu items!

Most importantly, your guide will work very hard to make your experience on the Huffin Pedal bike one to remember. Therefore it is customary and best practice to TIP your guide. This is something to keep in mind and possibly include in the cost when collecting money from your fellow peddlers. As in a restaurant outing 18% or more of the tour cost is common if you need an idea on tip amount.

Any other issues or questions feel free to call 716-794-5151 or email info@huffinpedaltours.com

Read the waiver below carefully:



Release of Liability and Assumption of Risk

This document affects your legal rights. Read both sides carefully before signing.

In consideration of the services provided by Huffin Pedal Tours, LLC , I agree to the following:

1. I have chosen to participate in the following activity: *group pedaling*. The activity is operated by Huffin Pedal Tours, LLC its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Huffin Pedal Tours"). I understand that I will be offered a helmet and will request one from my driver if I would like to wear one.
2. I acknowledge that the activity involved in the use of any pedal bike service, both riding and pedaling, and non-riding and non-pedaling related, entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or third party. I understand that I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, death, and negligence of others.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Huffin Pedal Tours. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
4. I hereby voluntarily release and forever discharge Huffin Pedal Tours from all liabilities, causes of action, claims and demands that arise in any way from the injury, death, loss or harm that occur to me or to any other person or to any property during the activity or in any way related to the activity. This release includes claims for the negligence of Huffin Pedal Tours and claims for strict liability for abnormally dangerous activities. I also agree not to sue or make a claim against Huffin Pedal Tours for death, injuries, loss of harm that occur during the activity or are related in any way to the activity.
5. I hereby agree to indemnify and hold harmless Huffin Pedal Tours against any and all claims to which section 4 of this agreement applies, including claims for Huffin Pedal Tours' own negligence. I also promise to indemnify and hold harmless Huffin Pedal Tours against any and all claims for my own negligence, and any other claim arising from my conduct during the activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
6. Should Huffin Pedal Tours or anyone acting on its behalf, be required to incur attorney's fees at cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.



8. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of New York, including the New York Consolidated Laws, General Obligations Law - GOB § 9-103, without regard to its conflict of law rules.
9. I agree to abide by any and all of the rules set forth by Huffin Pedal Tours.
10. The Booking Individual hereby agrees to pay the advertised Tour Fee at the time of booking.
11. I agree to follow the following rules, which may be orally modified before or during the activity by Huffin Pedal Tours, and understand that the Tour will be terminated immediately, without refund, if there is a violation of any of them:
 - a. NO alcoholic beverages may leave the bike at any time; alcohol may not be handed off the bike
 - b. NO rider may leave the bike in motion, and no one may jump on the bike in motion
 - c. NO disrespect to the community of the Tonawandas, including littering, foul language, etc.
 - d. NO abuse of the bike, the Booking Individual will be billed for any incurred damage
 - e. NO glass containers allowed on the bike, other than an original glass container that a beverage must be poured from
 - f. NO alcohol is allowed on the Pedal Bike if any single rider is under 21 years of age
 - g. NO hanging off the bike or reaching off the bike for obvious safety reasons
 - h. Any request of the driver/guide must be met. If they deem you are inappropriate for the tour you must remove yourself at once.
12. I understand that all State, City and County laws pertaining to alcohol consumption apply. Personal contact information for the booking individual will be shared with the local Police Department if any infractions occur during your tour. We are obligated to the Tonawandas, and the North/City of Tonawanda Police Department, to contact them immediately to advise them of your location in the event your tour is terminated. Please be respectful of our fun and unique business.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

You and your group will sign this document on the day of your tour. Please know the information inside and out prior to that day.