

**CITY OF FORT LAUDERDALE  
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY  
NON-MOTORIZED VEHICLE**

DATE July 27, 2012

FILING FEE \$150.00 LICENSE FEE \_\_\_\_\_ TOTAL DUE \_\_\_\_\_

APPLICATION FOR: New Renewal \_\_\_\_\_ Certificate \_\_\_\_\_

PUBLIC HEARING BEFORE THE COMMUNITY SERVICES BOARD ON: \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ REASON \_\_\_\_\_

PUBLIC HEARING APPROVED BY CITY COMMISSION: \_\_\_\_\_

**TYPES OF CERTIFICATE**

**NUMBER OF VEHICLES**

A. NON-MOTORIZED

1 to 4

**REQUIRED APPLICATION INFORMATION**

A filing fee of one hundred and fifty dollars shall accompany every new and renewal application.

**Note:** The information requested below is required by Section 27-227 of the Code of Ordinances of the City of Fort Lauderdale. All required information must be provided before the application is submitted to the Community Services Board for their review.

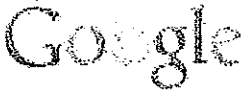
- (1) The number, type, make, model and other information which describes each type of non-motorized vehicle to be operated or a full description of each animal to be used or both.

**Non-motorized vehicle** means a vehicle used in a business for transporting passengers, which is propelled by animal or human power.

Type	Make	Model	Quantity
<u>Quadricycle</u>	<u>Crawler</u>	<u>C16 S100 29 A</u>	<u>one</u>

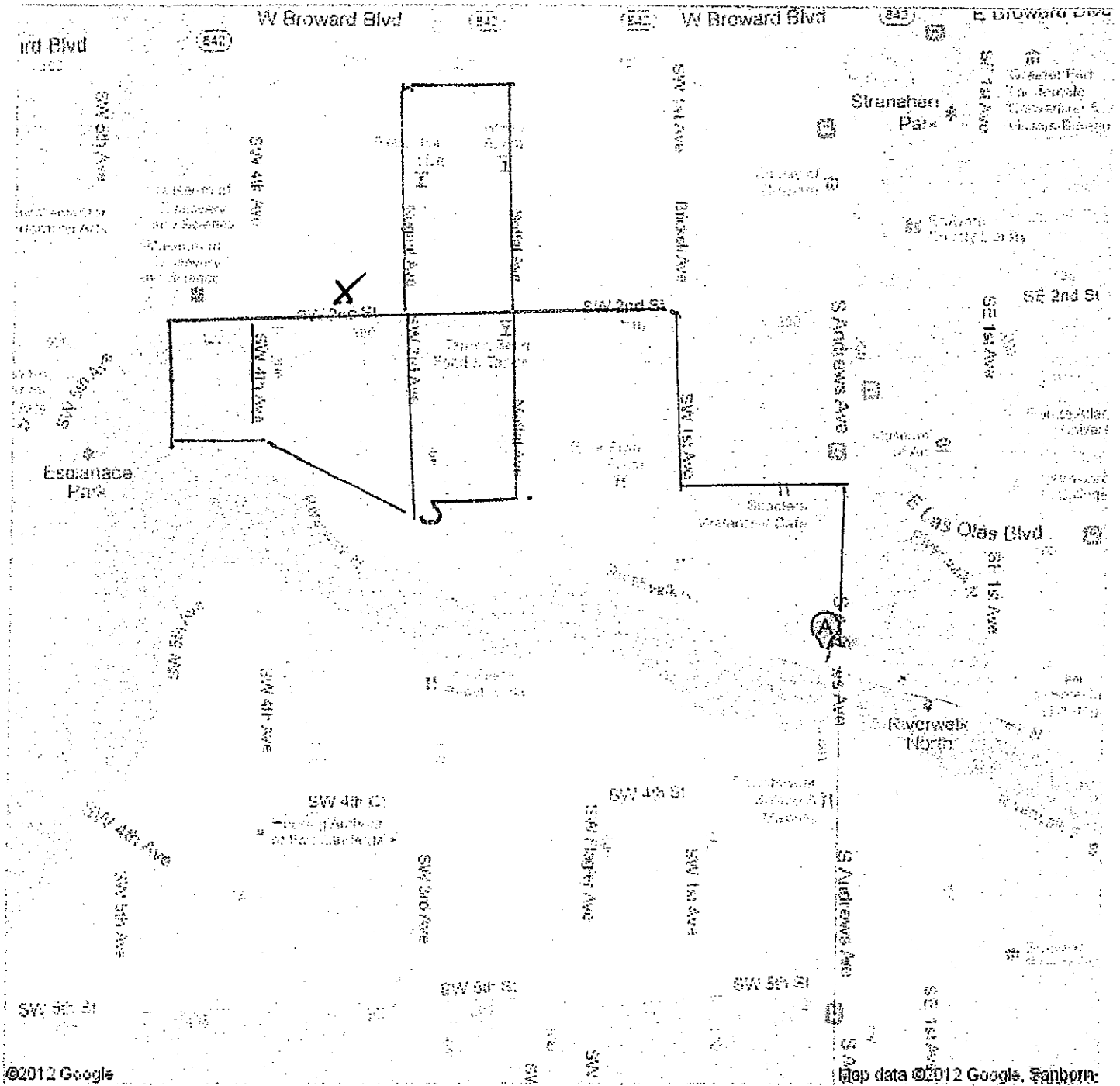
Attach additional sheets labeled **Exhibit 1** if more room is needed. The additional sheets should include any information needed to describe each type of non-motorized vehicle and to provide a full description of each animal to be used, if applicable.

Will animals be used? Yes  No



Address Riverwalk N  
Fort Lauderdale, FL, USA

HIMMARSHEE / RIVERWALK TOUR



X Loading  
start + end of tour parking lot behind  
Old Fort Lauderdale Breakfast House  
300 block Himmarshee Street

(2) The name, address and telephone number of the operator. If other than a natural person, such as a corporation, the name and address of each principal and of the registered agent shall also be submitted.

The applicant is:

NOT INCORPORATED

Individual: Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Other Name of Partner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Partner: \_\_\_\_\_  
Address: \_\_\_\_\_

Corporation: LLC President: Aileen A. Brousseau  
Address 11679 NE 18th Dr. North Miami, FL 33181  
Vice President: Joerg-Michael Haerting  
Address: 11679 NE 18 Dr. North Miami, FL 33181  
Secretary: \_\_\_\_\_  
Address \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Director \_\_\_\_\_  
Address \_\_\_\_\_  
Registered Agent Christopher C. Haerting  
Address 1339 SW 22nd Terr. Miami, FL 33145  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

(3) A list of all other locales in which the operator is engaged in or associated with a non-motorized vehicle business.

Locale: 3440 Hollywood Blvd, Hollywood, FL 33021  
Name of Business Cycle - Party Hollywood, LLC

Locale: \_\_\_\_\_  
Name of Business: \_\_\_\_\_

NOTE: Attach separate sheets labeled **Exhibit 2** if you have other locales to list.

(4) A map depicting the proposed route which shall be of such scale as to designate in detail the exact locations of all passenger embarkation and debarkation points and, if applicable the location at which the non-motorized vehicles will be loaded and unloaded from a truck or trailer.

Label map and all other sheets needed to provide, in detail points of passenger embarkation and debarkation **Exhibit 3** and attach to the application.

Will the non-motorized vehicles be loaded and unloaded from a truck Yes  No  or trailer? If yes, show location on map.

(5) The location of the storage facility for the non-motorized vehicles when not in use.

Storage location Warehoused at 7246 NW 25 Str. Miami, FL 33122

(6) If applicable, a full description of the arrangements made for the housing and care of all animals to be used to propel non-motorized vehicles, as well as measures to be undertaken for sanitary removal of animal waste from the route.

I will not use animals in this business

I will use animals in the business and have attached **Exhibit 4** to describe the housing and care of the animals as well as measures to be taken for removal of animal waste.

(7) The days and hours of operation

7 Days 8:00 AM to 2:00 AM weekends  
8:00 AM to 10:00 PM week days

(8) The fares to be charged per passenger, per ride, or both.

see attached price list

(9) If applicable, a description of any advertising to be displayed on each non-motorized vehicle.

\_\_\_\_\_  
\_\_\_\_\_

(10) The identity of each driver, by providing a two-inch by two inch photograph and a copy of the state driver's license for each, as well as the driver's address. Any changes in the status of any driver information must be promptly reported by the operator to the Tax Division.

Label this information as **Exhibit 5** and attach the sheets to this application.

(11) The name, address and telephone number of the business operation and evidence of its registration as a fictitious name or trade name, if applicable.

Name CYCLE - PARTY FORT LAUDERDALE, LLC

Address 1339 SW 22 Terr. Miami, FL 33145

Telephone Number 786 - 258 - 8832

This company is not registered as a fictitious name or trade name.

This company has a registered fictitious name or trade name. Evidence attached as **Exhibit 6**.

(12) If animals are proposed to be used, a written statement from a local veterinarian certifying that each animal is in good health and fit for non-motorized vehicle service. A similar statement shall be supplied to the Tax division (6) months after license issuance, certifying that each animal is fit to continue service.

This business will not use animals

This business will use animals. The required veterinarian statement(s) is/are attached as **Exhibit 7**

Please note that the application must be reviewed per requirements of Section 27-227 ©.

c) The license division shall send a copy of each completed application to the police and fire departments, the planning and community development department and the office of the city manager. Each shall provide the license division a written evaluation of the application, including proposed conditions of approval, if applicable, based upon consideration of the following criteria:

(1) The size and intensity of the proposed operation and its effect upon vehicular and pedestrian traffic flow over the proposed route and the impact, if any, upon affected commercial areas, residential neighborhoods, or both.

(2) The existence of identical or similar operations which use or propose to use all or part of the same route and the potential for adverse effect, if any, upon traffic flow, affected commercial areas, residential neighborhoods, or any of them.

(3) If animals are to be used for propulsion, the adequacy of the operator's arrangements for animal welfare and the measures for preservation of sanitary conditions within the city.

(4) Any other public health, safety or welfare concern.

A certificate of insurance must be approved by the city risk manager prior to the issuance or renewal of any permit.

#### **Sec. 27-230. Insurance.**

For each non-motorized vehicle there shall be maintained a policy or policies of public liability insurance with a combined single limit for death, bodily injury and property damage liability of at least fifty thousand dollars (\$50,000.00) per person and one hundred thousand dollars (\$100,000.00) per occurrence. All such insurance policies shall be written by companies authorized to transact business in the state. A certificate of insurance indicating the liability amounts and the policy period must be filed with the license division and approved by the city risk manager prior to issuance or renewal of any permit. All such policies shall be kept in full force and effect at all times any non-motorized vehicle is operated within the city.

The date the application is made

DATE July 27, 2012

I hereby swear the above information is true.

[Signature]  
Signature of Applicant

Jose-Michael Haerting  
Name of Applicant (print or type)

STATE OF FLORIDA:

COUNTY OF BROWARD:

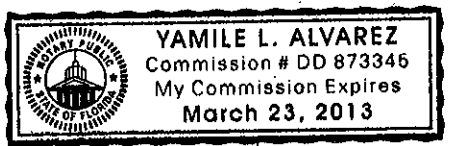
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July 2012, by Jose-Michael Haerting as \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_ Who are  personally known to me or  have produced FL Drivers License as identification.  
(SEAL)

[Signature]  
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Yamile L. Alvarez  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/23/13

Commission Number: \_\_\_\_\_



Application received on \_\_\_\_\_ by \_\_\_\_\_



04-27-2012

RECEIPT FOR CRAWLER C16S10029A

02/25/2012	Verbal Order Street Crawler C16S10026	30,900.00
03/11/2012	Initial Deposit	14,900.00
04/27/2012	Balance Paid on Delivery	16,000.00
04/27/2012	Total Paid	30,900.00

THANK YOU FOR YOUR BUSINESS!

SINCERELY,

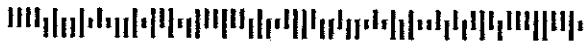
Keith Snyder, Crawler Fabrications, Inc.

SOUTH FLORIDA PRICING		Price List Summer	Price List Winter
		May 1 to October 31, 2012	November 1 to April 30, 2013
	Price per Cycle Party Tour	Price per Guest with 15 Guests	Price per Guest with 15 Guests
All prices plus 6% or 7% Florida Sales tax			
<b>GROUP TOURS:</b>			
<b>Monday through Thursday</b>			
Per hour, 2 hours minimum	\$ 160,00		\$ 180,00
<b>2-hour CYCLE PARTY</b>	\$ 320,00	\$ 21,33	\$ 360,00 \$ 24,00
<b>Friday, Saturday, Sunday, Holidays and evenings before Holidays</b>			
Per hour, 2 hours minimum	\$ 180,00		\$ 200,00
<b>2-hour CYCLE PARTY</b>	\$ 360,00	\$ 24,00	\$ 400,00 \$ 26,67
<b>INDIVIDUAL SEATS:</b>			
Social Mixer - 2 hours or more	each guest	\$ 30,00	each guest \$ 30,00
Pub Crawl - 2 hours or more	each guest	\$ 30,00	each guest \$ 30,00
<b>SPECIAL EVENTS:</b>			
Tailgating Events - Private Parties, per hour	\$ 200,00		\$ 225,00
Custom Route Charges, per hour, 2 hours minimum	\$ 200,00		\$ 225,00
Plus transportation charge for custom routes:			
\$100, plus \$3/mile round trip from CYCLE PARTY garage to starting point.			
50 miles or greater - 4 hour rental minimum			
<b>CYCLE PARTY hours of operation:</b>			
Sunday through Thursday from 10 a.m. to 10 p.m. Last CYCLE PARTY Tour starts at 8 p.m.			
Friday, Saturday and evenings before Holidays 10 a.m. To 2 a.m. Last CYCLE PARTY Tour starts at midnight.			



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN UT 84201-0023

001973.195187.0007.001 1 MB 0.404 852



CYCLE-PARTY FORT LAUDERDALE LLC  
% CYCLE-PARTY USA LLC SOLE MBR  
1339 SW 22ND TER  
MIAMI FL 33145

Date of this notice: 04-30-2012

Employer Identification Number:  
90-0824015

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 90-0824015. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

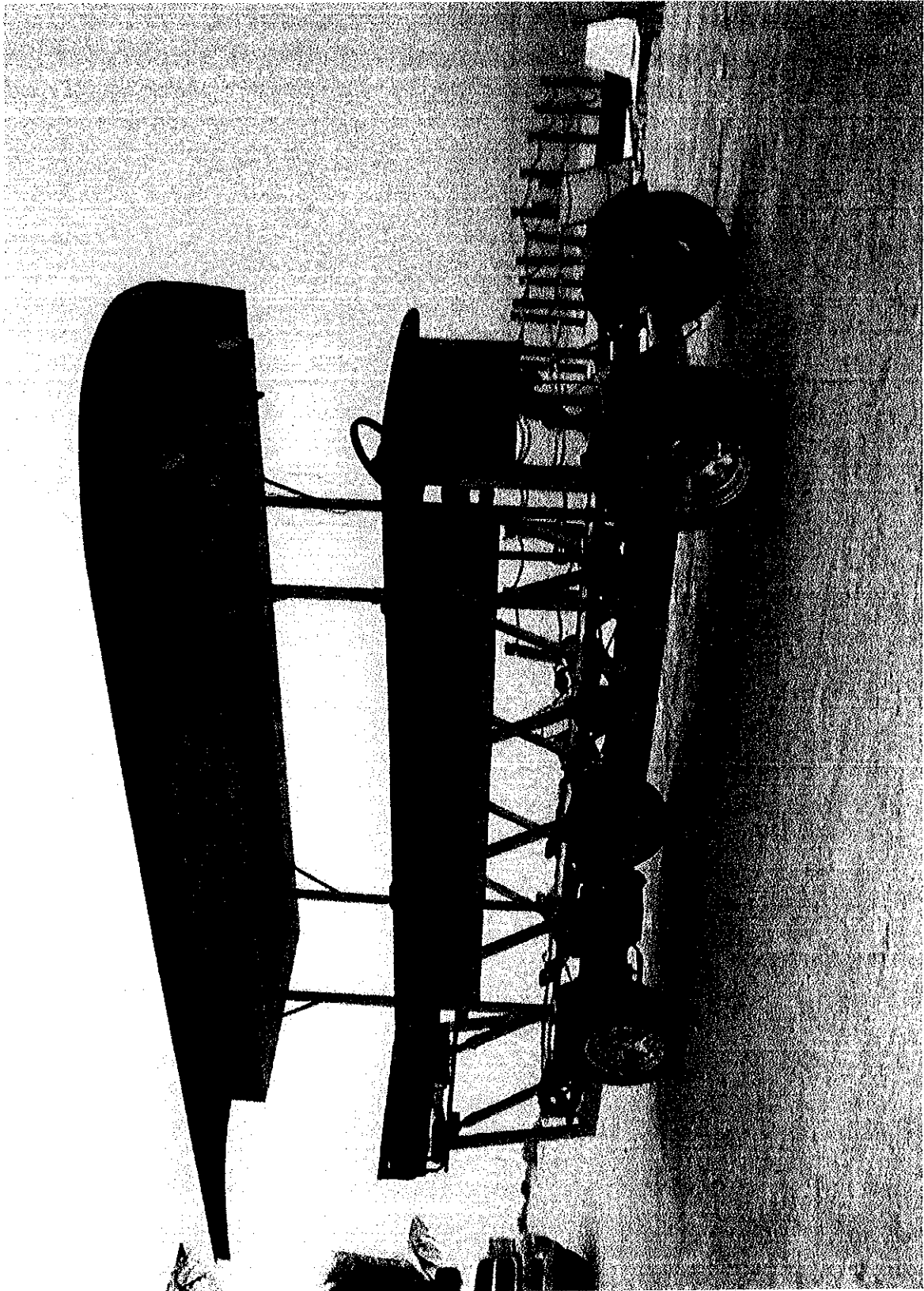
When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2013
Form 940	01/31/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



# **Cycle-Party USA, LLC.**

Michael Haerting - [Michael@cycle-party.com](mailto:Michael@cycle-party.com) - 786-210-6626

## **Mission Statement**

Cycle Party USA strives to provide environmentally sound and healthy entertainment at a fair price, promoting relaxed and enjoyable quality time for friends, families and colleagues, always operating in a safe and respectful way.

## **What is Cycle Party?**

Cycle Party is a 100% green, pedal powered group event on four wheels. The Cycle Party group bike is 16 1/2 feet long and 8 1/2 feet high and seats 15 guests around a center table under a rooftop. It has been custom built at a cost of \$30,000.00. It takes at least 6 persons pedaling, in order for it to move comfortably. For a group of 15 the cost per person is between \$21 and \$35 plus tax per tour.

## **Who is "Cycle Party?"**

Cycle Party is owned by long time South Florida residents Michael Haerting and his wife Aileen Brousseau. Their son Christopher Haerting heads day-to-day operations. Michael retired in 2010 after 10 years working for the Continental Group, where he was responsible for a quarter of the Miami-Dade luxury condo portfolio with over 10,000 apartments and over 1,000 employees. Michael holds an MBA in international management and has been honored by the City of Miami Beach for his volunteer work in Haiti following the earthquake.

## **What is a Group Bike?**

Our group bike is a quadracycle, which is defined as a human-powered land vehicle. Human-powered quadracycles have been in use since 1853 and have grown into several families of vehicles for a variety of purposes, including tourist rentals referred to as surreys, pedal taxis, private touring, and group or party bikes.

Group bikes were developed in Holland about 10 years ago. Now there are hundreds of such bikes operating daily in over 50 cities all over Europe. (About 150 in Germany alone). In the USA such bikes are in operation since 2006. Now 31 companies with over 100 bikes give tours in 40 cities in 25 states.

## **Proposed Routes**

Routes are proposed by Cycle Party and have to be approved by the City. The routes will avoid high-traffic areas and should minimize interference with automobile traffic.

When booking Cycle Party, groups have a choice of those predetermined routes. All tours begin and end at the same location. Cycle Party tours typically run 2 hours and stop only at previously agreed upon location.

### **Safety and Traffic Concerns**

Cycle Party shares the road as a bicycle but will pull over to let faster traffic pass. Cycle Party will not travel on any roads with a speed limit higher than 30mph. The proposed routes will only cross such roads where absolutely necessary and only at traffic lights. Cycle Party obeys all traffic laws.

A trained company driver always steers the bike and has complete control of the brakes, lights and direction signals. The hydraulic brake system overrides the pedaling of the passengers. The driver is trained to control the behavior of the passengers.

Cycle Party is only aware of one accident in Germany where a woman injured herself getting off the bike.

### **Insurance and Liability**

Cycle Party carries liability insurance of \$1,000,000 per incident and \$2,000,000 in the aggregate and names the City as co-insured. The riders must be at least 18 years old (or 16-18 with a release signed by a legal guardian), and 21 if the stops include bars. All riders must sign a release of liability and agree to the rules regarding safety and conduct. Cycle Party offers helmets for those who would like to wear them.

### **Who Books Cycle Party?**

Both tourists and residents book tours for sight seeing, progressive dinners, birthdays, bachelor parties, church outings, fund raisers, festivals, exercise classes, family reunions, pub crawls and singles mixers.

Cycle Party also targets corporations and organizations for unique team building, group rewards, and promotional opportunities.

### **Summary**

Cycle Party aims to provide fun, healthy, non-polluting, environmentally sound tours for up to 15 residents or tourists at a time on a group-bike.

This concept has been operating in the US for over 6 years and is already established in many other cities: Baltimore, Cincinnati, Portland, Austin, Denver, Honolulu, Flagstaff, Tucson and Raleigh, to name a few.

Cycle Party will not serve food or drinks but instead partners with local cafes, bars and restaurants.

## **Attached Handouts**

### **Route Diagrams**

Maps of the neighborhoods with the proposed routes.

### **Forms and Releases**

Cycle Party uses two Release of Liability forms, which have been reviewed by our attorney:

Cycle Party Policies Form **All riders must agree to the Cycle Party Policies.**

We will go over all points with all riders before the start of each tour. The Renter has to agree and sign the form prior to the tour.

Cycle Party Release of Liability Form **All riders must provide a photo ID at the time of their tour, and must read and sign the Release of Liability Form.**

Cycle Party under 18 years of age Release of Liability Form Parents or Guardians of youths between 16 and 18 years of age participating on a tour must read and sign this Release of Liability form.

## **Supporting Websites**

### **Group Bike Information:**

<http://en.wikipedia.org/wiki/Quadracycle>

[http://en.wikipedia.org/wiki/Party\\_Bike](http://en.wikipedia.org/wiki/Party_Bike)

### **Safety Information:**

<http://www.theatlanticcities.com/commute/2011/12/mapping-traffic-fatalities-america/615/>

<http://riskyroads.org/Florida>

## **Contact**

Michael Haerting - [Michael@cycle-party.com](mailto:Michael@cycle-party.com) - 786-210-6626

## **Website**

[www.cycle-party.com](http://www.cycle-party.com)

**CYCLE-PARTY USA, LLC.  
CYCLE PARTY RULES FORM**

- The Pilot is in charge of the tour and will only take directions from the Renter, the person who paid for the Party.
- No glass containers on the group bike
- Alcoholic beverages are not allowed on the group bike in accordance with City ordinances.
- No umbrellas on the group bike.
- Helmets are offered, in accordance with Florida State Law your choice if you're over 16.
- No leaving the Cycle Party group bike or jumping off while in motion. Planned and announced stops only.
- Respect our streets and our town, no littering or excess noise please.
- Your Pilot, a trained Cycle Party employee, is the only individual who can drive the bike.
- Insurance regulations require everyone to be 18 or older (16 with approval of parents; 21 on pub crawls). ID's are checked at time of departure.
- All Party Guests must sign a release of liability form prior to riding the bike.
- There are no refunds due to poor weather.

Unless it is a severe weather situation, we will ride. If severe weather does occur, Cycle Party reserves the right to cancel the Cycle Party tour and offer you a rain check. We also offer a rain check if the Cycle Party has to be canceled due to weather within the first hour of the tour. Rain checks have to be used in the following 12 months. Examples of severe weather may include but are not limited to: High wind advisory: typically over 30mph or severe thunderstorms with heavy lightning.

- Cycle Party is not responsible for lost, stolen or damaged items while on the group bike.
- All rules of the road apply to the Cycle Party while in motion; your Pilot will help everyone stick to them.
- Please have a designated driver for the ride home after any consumption of alcohol. Don't drink and drive.
- Damage Fees and/or Late Fees may be assessed.

There will be no Damage/Late Fee charged if the Cycle Party group bike returns to the starting point on time and undamaged from the Cycle Party.

We reserve the right to charge your credit card following the tour if necessary. Since the Cycle Party is powered by its passengers, they control the speed at which the tour progresses. For scheduling purposes, however, it is necessary that the tour end within 15 minutes of the scheduled return time. The pilot will determine if late fees are applicable. Traffic, outside of passengers control will be taken into consideration.

15-20 minutes late:	\$55
20-25 minutes late:	\$70
25-30 minutes late	\$85
30-59 minutes late	\$200
more than 60 minutes late:	\$250 per hour
Damage:	Cost of Repair
Abandonment:	\$400

- All inappropriate behavior by passengers will result in early termination of your tour without any refund. These offenses include but are not limited to: Drinking alcohol on board the Cycle Party, Extreme Intoxication, Excessive Noise, Littering, Public Urination.

**The policies have been read to all passengers by the undersigned Pilot and the Renter and all passengers indicated that they understood and voluntarily agreed to the above rules.**

Renter Name: \_\_\_\_\_

Renter Signature: \_\_\_\_\_ Date & Time \_\_\_\_\_

Print Pilot Name: \_\_\_\_\_

Pilot Signature: \_\_\_\_\_ Date & Time \_\_\_\_\_

**CYCLE-PARTY USA, LLC.  
RELEASE OF LIABILITY FORM**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

Facebook Name: \_\_\_\_\_ Twitter Handle: \_\_\_\_\_

**CYCLE-PARTY USA, LIMITED LIABILITY COMPANY RIDER RELEASE OF LIABILITY:**

I affirm that I am at least eighteen (18) years of age, and in consideration of the right to use the Cycle Party Bike I do hereby agree as follows: I understand that riding the Cycle Party Bike is a potentially dangerous activity. I understand that I may be injured or may injure someone while riding and using the Cycle Party Bike.

I assume the risk that I may be injured and/or injure someone else while riding and using the Cycle Party Bike.

I assume all risks associated with my riding in and use of the Cycle Party Bike and, to the extent allowed by governing law, hereby waive liability, release and forever discharge, and covenant not to bring any action against Cycle-Party USA, Limited Liability Company, its officers or directors, its successors and/or assigns, and its agents and/or employees of and for any action for negligence, breach of any implied or express warranties, products liability, damages or any other kind of claims or causes of action in law or equity for personal injury or sickness, property loss or property damage or any harm that may be caused or suffered as a direct or indirect result of my riding in and use of the Cycle Party Bike.

I further agree to release, indemnify and hold harmless the owners and manufacturers of the Cycle Party Bike from any liability against any and all claims, including damages or demands of third parties resulting directly or indirectly from my actions without limitation as a result of my riding in and use of the Cycle Party Bike.

The Cycle Party Bike is of proprietary manufacture, and I agree not to build or cause to be built any vehicle of the same or similar construction.

I agree that if any provisions of this release or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this release and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**I have read, understood, and I voluntarily agree to the above provisions.**

\*If the rider declines to accept the offer of the free use of a helmet while riding the Cycle Party Bike, the rider must signify his/her decision by hand writing the below sentence in the spaces provided.

*I decline the offer of the free use of a helmet while riding the Cycle Party Bike.*

\_\_\_\_\_

\_\_\_\_\_

Rider Signature: \_\_\_\_\_ Date \_\_\_\_\_

**For use by Cycle-Party USA, LLC: \_\_\_ Photo ID checked**



**CYCLE-PARTY USA, LLC.  
RELEASE OF LIABILITY FORM  
BY PARENT/LEGAL GUARDIAN FOR YOUTHS 16 TO 18 YEARS OLD**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

Facebook Name: \_\_\_\_\_ Twitter Handle: \_\_\_\_\_

(Enter information of Parent/Legal Guardian)

**CYCLE-PARTY USA, LIMITED LIABILITY COMPANY RIDER RELEASE OF LIABILITY:**

I affirm that I the youths listed below are at least sixteen (16) years of age, and in consideration of the right to use the Cycle Party Bike I do hereby agree as follows: I understand that riding the Cycle Party Bike is a potentially dangerous activity. I understand that the youths may be injured or may injure someone while riding and using the Cycle Party Bike.

I assume the risk that the youths may be injured and/or injure someone else while riding and using the Cycle Party Bike.

I assume the risk that the youths may be injured and/or injure someone else while riding and using the Cycle Party Bike.

I assume all risks associated with the youths riding in and use of the Cycle Party Bike and, to the extent allowed by governing law, hereby waive liability, release and forever discharge, and covenant not to bring any action against Cycle-Party USA, Limited Liability Company, its officers or directors, its successors and/or assigns, and its agents and/or employees of and for any action for negligence, breach of any implied or express warranties, products liability, damages or any other kind of claims or causes of action in law or equity for personal injury or sickness, property loss or property damage or any harm that may be caused or suffered as a direct or indirect result of the youths riding in and use of the Cycle Party Bike.

I further agree to release, indemnify and hold harmless the owners and manufacturers of the Cycle Party Bike from any liability against any and all claims, including damages or demands of third parties resulting directly or indirectly from my actions without limitation as a result of the youths riding in and use of the Cycle Party Bike.

The Cycle Party Bike is of proprietary manufacture, and I and the youths agree not to build or cause to be built any vehicle of the same or similar construction.

I agree that if any provisions of this release or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this release and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**I have read, understood, and I voluntarily agree to the above provisions.**

**\*If the parent/legal guardian declines to accept the offer of the free use of a helmet for the youths while riding the Cycle Party Bike, the parent/legal guardian must signify his/her decision by hand writing the below sentence in the spaces provided.**

*I decline the offer of the free use of a helmet for the listed youths while riding the Cycle Party Bike.*

\_\_\_\_\_

\_\_\_\_\_

**I confirm that I am the parent/legal guardian for all youths listed below and that all are AT LEAST 16 YEARS OF AGE.**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Date \_\_\_\_\_

**For use by Cycle-Party USA, LLC:    \_\_\_ Photo IDs checked**