

**CLUB MOBILE, LLC
MINORS AND ILLEGAL SUBSTANCE,
WAIVER OF LIABILITY and CONSENT AGREEMENT**

ATTENTION PARENTS AND MINORS

SECTION 1: THE LAW AND CONSUMPTION OF ILLICIT SUBSTANCES

We want you to have a wonderful and memorable experience on board our party buses, but if you're under the age of 21, you don't need alcohol to have a good time. The consumption of alcohol by minors is strictly prohibited on board our vehicles and is against the law. The use and/or transportation of illegal drugs or controlled substances are prohibited on board our vehicles. Please read and sign the following statement regarding minors and the consumption of alcohol or drugs. We request that you adhere to the law and abide to our terms and conditions of travel. Possession or consumption of alcohol or drugs by minors onboard our vehicle will result in the immediate return to place of origin and de-boarding of passengers. **NO REFUND** will be issued for violation of this policy. We reserve the right to inspect the persons and belongings of all minors on our vehicles.

Section 5384.1 of the Public Utilities Commission Code:

(a)The driver of any limousine for hire operated by a charter-party carrier of passengers under a valid certificate or permit shall do all of the following:

(1)The driver shall ascertain whether any passenger is under the age of 21 years.

(2)If any passenger is under the age of 21 years, the driver shall read to the passenger a statement that the consumption of any alcoholic beverage in the vehicle is unlawful, that no alcoholic beverage may be transported in the passenger compartment of the vehicle, that all alcoholic beverages are required to be carried in the vehicle trunk or other locked compartment, and that, if during the course of the ride any minor is found to be, or to have been, consuming any alcoholic beverage, the contract will be terminated and the customer will be brought back to the point of origin of the ride.

(3)After reading the statement described in paragraph (2) to every passenger under the age of 21 years, the driver shall require every passenger under the age of 21 years to sign the statement. The limousine operator shall retain the signed statement for the period required by the commission.

(4)If any minor passenger, after signing a statement pursuant to paragraph (3), is found to be, or to have been, consuming any alcoholic beverage during the course of any ride subject to this section, the driver shall immediately terminate the contract of hire and shall return the passengers to the point of origin of the ride.

(b)Any failure of a driver to comply with subdivision (a) that results in the conviction of the driver of a violation of Section 23225 of the Vehicle Code, shall be subject to the penalties prescribed in Section 5384.5.

(c)Notwithstanding any other provision of law, this section does not apply to the driver of any bus, taxicab, or van, and it does not prohibit a parent or legal guardian from consuming alcoholic beverages in a limousine for hire while accompanied by his or her minor children.

SECTION 2: THE RELEASE OF LIABILITY

This Release, Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement (“RELEASE”) is entered into by _____ (“PARTICIPANT”) and Club Mobile, LLC, also known as www.clubmobilepartybus.com, Justin’s Bus, or Club Mobile Limo Bus Service (“CLUB MOBILE”), and is effective as of the date of service. PARTICIPANT and CLUB MOBILE enter into this RELEASE pursuant to PARTICIPANT’S request for transportation and use of certain property, equipment, and/or services belonging to or in the possession, custody, and/or control of CLUB MOBILE, including, without limitation, the Club Mobile Party Limo Bus (“THE BUS”), located in San Diego, California. This RELEASE is binding upon PARTICIPANT and his/her spouse, children, parents, agents, representatives, heirs, assigns, estate, and any others with authority to act on behalf of PARTICIPANT. This RELEASE inures to the benefit of CLUB MOBILE, its officers, directors, members, agents, employees, representatives, attorneys, and any others with authority to act on behalf of CLUB MOBILE. As part of the consideration for, and as a condition to, CLUB MOBILE’S consent to allow PARTICIPANT to be given transportation service, PARTICIPANT freely executes this RELEASE, as follows: PARTICIPANT understands and agrees that transportation (including, but not limited to, loading and unloading) there may be a risk and danger of minor or serious injury, or of death and/or damage to property, by participating in activities on, in, and/or around THE BUS. Such risks include, but are not limited to, the following: (a) loss or damage to personal property; (b) injury or fatality due to (i) physical activity, (ii) head, neck and/or back injuries (should there be, but not limited to, a vehicular accident). PARTICIPANT acknowledges that the risks and dangers may increase with the consumption of alcohol, medication or drugs. PARTICIPANT freely assumes these risks and injuries or losses to PARTICIPANT’S person and/or property related to these risks. PARTICIPANT warrants and certifies that he/she is physically fit and able to ride in THE BUS. PARTICIPANT warrants and certifies that he/she will at all times act prudently and safely, and will and will comply with all laws, rules, and ordinances of the City of San Diego and the State of California when on, in, or around THE BUS.

BY SIGNING BELOW, I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF TRAVEL AND PLEDGE TO ADHERE TO THE LAW.

NAME _____

PARENT _____

ADDRESS _____

EMAIL ADDRESS _____

PHONE (INCLUDE AREA CODE) _____

DATE OF BIRTH (MM/DD/YYYY) _____

PLEASE SIGN:

MINOR SIGNATURE _____ **DATE** _____

PARENT/GUARDIAN _____ **DATE** _____