

# TERMS AND CONDITIONS

Ride Nashville pick-up and drop off is located in front of Ernest Tubb Record Shop, 417 Broadway, Nashville, TN.

- If you have scheduled a time, we ask that you arrive 5 min early, for check-in

## COVID RESPONSE

Due to Davidson County mask ordinances, and for everyone's safety and wellbeing, Ride Nashville Permits a maximum of 3 riders in the back seat only. Participants are required to wear a mask during your 'Ride Nashville' experience. Video/ Photo

Video and photos are encouraged, Ride Nashville does reserve the right to use your image, or 'shared' images on social media or for other Ride Nashville promotions. Food or Beverage  
No food or beverages are allowed in our vehicles at any time, this helps us to maintain cleanliness and ensure the best experience for all customers.

## RIDE NASHVILLE Terms & Conditions

The Terms and Conditions (the "Terms") apply to the website located at [www.ridenash.com](http://www.ridenash.com)<http://www.ridenash.com>. Please read these Terms carefully. By logging in and accessing any Services (The "Services") and Sites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and to the collection and use of your information as set forth in our terms and conditions below. These agreements govern your relationship with Ride Nashville if you do not agree to these Terms, then you are not permitted to access or use the Services or Site and should stop using the Services or Site immediately. Your continued use of the Services and Site constitutes your acceptance of these Terms.

These Terms may be updated, changed or modified by us from time to time, and access to any areas of the Site may become restricted with or without notice to you. We suggest that you review this page periodically. When material changes are made to these Terms, we will update the "Last Updated" date at the top of this document and notify you that material changes have been made. Your continued use of the Site and/or Services constitutes your acceptance of such change(s). YOU AGREE TO REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

## 1. DESCRIPTION OF SERVICES

The Services provided by Ride Nashville include the provision of curated experiences. Ride Nashville has obtained all applicable permits legally required to operate in Nashville, TN.

## 2. PURCHASES

If your tickets are purchased on the Site, you will receive a confirmation email. You will need to bring an electronic or printed copy of your confirmation email with you before arriving to the experience. If you misplace this confirmation email, your Ride Nashville host may require a valid photo identification that matches the information submitted at the time of purchase. Your experience may be forfeited if you cannot provide proof of booking in our system with your valid identification.

Your purchase allows you to use Ride Nashville's Services beginning at the time and date referenced in your confirmation email. At the end of the experience, you must exit the facility when prompted by your host.

## 3. EXPERIENCE CLASSIFICATION

- SIGHTSEEING EXCURSION
  - ELIGIBILITY
  - All children 16 years old and younger must be accompanied by an adult at all times. Ride Nashville may suspend or cancel your use of the Services or Site immediately if you do not comply with these Terms. \* ROUTE
  - Ride Nashville reserves the right to make changes to any published or promised route of a Service in the event of marches, parades or where reasonably sensible to do so under any circumstances out of Ride Nashville's control. \* VEHICLES AND SAFETY
  - All customers on a tour are required to remain seated with seatbelts on while in the vehicle. We reserve the right to deny access to the Services where circumstances are determined to compromise the safety of the tour. \* Ride Nashville does not permit any animals or pets on board, except for service animals (as described in Section 12).
4. START TIME AND PICK-UP LOCATION

Ride Nashville will provide a specific start date, time, and location for your experience, which are as precise as possible. Ride Nashville's pick and drop off location is in partnership with Ernest Tubb Record Shop, 417 Broadway, Nashville, TN. Ernest Tubb Record shop provides a point of 'meeting/ or exchange,' ONLY for Ride Nashville customers, and is in no way affiliated with Ride Nashville. All promotions, price changes, discounts, inquiries, grievances or communications with Ride Nashville are solely the responsibility of Ride Nashville.

## 4. PRICING

Pricing for the Services can be found on the relevant pricing page of the Site. All prices are inclusive of applicable local taxes. Ride Nashville reserves the right, in its sole discretion, to make changes to the prices at any time, immediately and without notice upon posting on the Site.

Ride Nashville may offer discounts or promotional offers, with or without a discount or promotional code. Discounts that are accompanied by a code are only valid for a single purchase. Ride Nashville is under no obligation to honor or bear any responsibility for a discount or offer that is published on an external website. We reserve the right, without notice, to withdraw any discounts and promotional offers at any time.

## **5. REFUND**

A full or partial refund of the purchase price shall be granted in the event that Ride Nashville is unable to provide a Service at the designated date and time listed on your confirmation email, through circumstances within its control. Upon written receipt and confirmation of such circumstance, Ride Nashville will fully or partially refund to the customer the cost of the original purchase. However, Ride Nashville shall not be in breach of these Terms, nor shall it be liable for delay in performing, or failure to perform, any of the Services if such delay or failure results from events, circumstances or causes beyond its reasonable control. You agree that we are not responsible to you for anything that we may otherwise be responsible for, that may be caused by reasons beyond our reasonable control including, but not limited to, acts of God, earthquakes, war, insurrection, riots, crime, labor shortages (including lawful and unlawful strikes), embargoes, communication disruption, or failure or shortage of infrastructure.

## **6. ACCIDENT OR LOSS**

You and you alone are responsible for your own personal property at all times while attending a Ride Nashville experience. Ride Nashville maintains a Lost and Found and may hold on to items left by you for up to three (3) business days. Any item of personal property left behind after this period of time will be disposed of without further liability on our part. However, any item that exceeds a reasonable size and/or weight may be discarded immediately based on Ride Nashville's discretion. We will not be liable for any loss, damage, delay, inconvenience, direct or consequential loss, however caused. In the case of negligence by Ride Nashville, our liability is limited (except for death or personal injury) for damages that will not exceed the cost of your original purchase price.

## **7. ALCOHOL**

The presence and/or consumption of alcohol is prohibited on the Services at all times.

## **8. IMAGES**

You hereby acknowledge that Ride Nashville may take photographs throughout any of the Services, and you consent for Ride Nashville to use your likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based

publications, without payment or other consideration. Ride Nashville will endeavor not to use photographs in which a single individual is present and prominently featured without obtaining that individual's consent. Any images contained on the Site are for illustrative purposes only.

## **9. CUSTOMER CONDUCT AND GENERAL CONDITIONS**

We reserve the right, in our sole and absolute discretion, to deny you access to the Services if your behavior is deemed to be offensive or disturbing to other guests, or you act in a way that poses a risk to your safety or the safety of other guests, and Ride Nashville shall not have any further liability in this regard.

## **10. NO DISCRIMINATION**

All Services provided by Ride Nashville hereunder shall be in compliance with all applicable federal and state laws prohibiting discrimination on the basis of race, color, religion, sex, or national origin.

## **11. SERVICE ANIMALS**

Ride Nashville accepts, without any additional charge, any service animal to assist any person with a disability. Ride Nashville will make a reasonable effort to ensure that a reservation is available which provides enough space for both the person and the service animal. To the extent permitted or required by law, and at their sole discretion, Ride Nashville reserves the right to refuse any service animals in its vehicles in certain circumstances as deemed necessary by Ride Nashville, for the comfort or safety of other guests and Ride Nashville employees.

## **12. LIMITATION OF LIABILITY**

THE SERVICES AND THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES, THE SITE AND THE CONTENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY OF THE RIDE NASHVILLE PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, COSTS, EXPENSES, REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY OF THE SITE OR ANY MATERIAL LINKED TO ANY OF THE SITES (INCLUDING BUT NOT LIMITED TO ANY DEFECTS, VIRUSES OR ANY OTHER ERRORS OR FAILURE IN NETWORK COMMUNICATIONS OR COMPUTER TRANSMISSIONS), EVEN IF SUCH RIDE NASHVILLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ADDITIONALLY, RIDE NASHVILLE ACCEPTS NO LIABILITY IN RESPECT OF ANY CHANGES MADE TO THE CONTENT OF THE SITE BY UNAUTHORIZED THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

THE SERVICES, THE SITE AND THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

RIDE NASHVILLE ASSUMES NO RESPONSIBILITY FOR THE CONTENT OF WEBSITES LINKED ON THE SITE. SUCH LINKS SHOULD NOT BE INTERPRETED AS AN ENDORSEMENT BY RIDE NASHVILLE OF THOSE LINKED WEBSITES. RIDE NASHVILLE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.

THE LAW IN CERTAIN JURISDICTIONS DOES NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY ACCORDING TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### **13. SITE AVAILABILITY**

WITHOUT LIMITING THE FOREGOING, NONE OF THE RIDE NASHVILLE PARTIES WARRANT THAT THE RIDE NASHVILLE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SITE OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

If the Site is unavailable, please report this via email by writing to [info@ridenash.com](mailto:info@ridenash.com) and Ride Nashville will attempt to correct the fault as soon as possible. You are responsible for obtaining and maintaining all equipment, services, and other materials that you need to access this website and for ensuring that you have adequate anti-virus protection installed on the equipment used to access the Site.

### **14. INTELLECTUAL PROPERTY AND CONTENT**

Unless otherwise stated, the Site and the Services and all materials contained therein, including, but not limited to software, text, graphics, copy, images, artwork, logos, trademarks, service marks, copyrights, sound recordings, audiovisual works, photographs, and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Services (collectively referred to as the "Ride Nashville"), and all intellectual property rights related thereto, are the exclusive property of Ride Nashville and its licensors. Ride Nashville does not warrant that the Site does not infringe any intellectual property rights of third parties.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or

create derivative works from any Ride Nashville Content, or otherwise use the Ride Nashville Content in any way for any public or commercial purpose. Use of the Ride Nashville Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You must not use any part of the content on the Site for commercial purposes, or link to any applicable Site without obtaining the prior written consent from Ride Nashville or its licensors.

If you are in possession of any reproduction of any part of the Site that is in breach of these Terms, your right of use will cease immediately and you must, at Ride Nashville's option, either return or destroy any copies of the materials.

## **15. THIRD PARTY SITES**

The Site and the Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **16. ACCEPTABLE USE**

As a condition of your use of the Site and the Services, you agree that:

- You will not use the Site for any unlawful, improper or illegal purpose or activity; or \* You will not use the Site in a way which causes or may cause:
- damage to the brand and/or reputation of Ride Nashville;
- the Site or the Services to be interrupted, damaged or impaired;
- a virus or malicious code to be introduced into any part of the Site; \* offence or detriment to any other person who uses any of the Site; \* Ride Nashville, you or any other user of the Site to be in breach of any applicable law or regulation; or \* detriment to any person associated with Ride Nashville in connection with the Site or Services.

## **17. SEVERABILITY**

These Terms, together with any amendments and any additional agreements you may enter into with Ride Nashville in connection with the Service, shall constitute the entire agreement between you and Ride Nashville concerning the Service. If any provision of these Terms are

deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Notwithstanding the foregoing or anything else in these Terms, the terms of these Terms that by their terms are perpetual or are otherwise intended to survive these Terms will survive the termination or expiration of these Terms.

## **18. ASSIGNMENT**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ride Nashville without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## **19. GOVERNING LAW**

These Terms will be governed by and construed in accordance with the copyright laws of the jurisdiction in which the Services are performed and the internal law of the State of Tennessee, without regard to the conflicts of law principles thereof, and any action brought in relation to this Agreement will be brought in a Federal or State court in Davidson County, Tennessee. Each party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Agreement or otherwise relating to the relationship of the parties, whether in contract, tort or otherwise. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

## **20. ARBITRATION**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM RIDE NASHVILLE. FOR ANY DISPUTE WITH RIDE NASHVILLE, YOU AGREE TO FIRST CONTACT US AT [INFO@RIDENASH.COM](mailto:INFO@RIDENASH.COM) AND ATTEMPT TO RESOLVE THE DISPUTE WITH US INFORMALLY. IN THE UNLIKELY EVENT THAT RIDE NASHVILLE HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER SIXTY (60) DAYS, YOU AND RIDE NASHVILLE AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF SERVICE SHALL BE FINAL AND BINDING ARBITRATION. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## **21. FEEDBACK**

Please contact us at [info@ridenash.com](mailto:info@ridenash.com) with any questions or feedback regarding the Services, the Site or these Terms. Thank you for using our Services and Site