

MOTORCYCLE RIDE EVENT ACCIDENT WAIVER, RELEASE OF LIABILITY, & CONSENT FORM

Safety is a primary concern of MXMOTOURS!

Please observe all federal, state, and local laws and ride safely and defensively. We strongly suggest that you wear a helmet, appropriate clothing and eyewear, and that your passenger does the same.

NEVER ride under the influence of drugs or alcohol!

The "Event" is a group motorcycle ride which will be undertaken on public roads and includes potential stops at agreed locations. "Participants" in the Event will be motorcycle riders and passengers who choose to participate in the Event and agree to the terms in this Waiver, Release and Consent.

I understand that MXMOTOURS and all of its sponsors ("Released Parties") do not screen any participant's driving history in order to determine the safety consciousness, ability to ride or fitness to ride of any participant.

I also understand that MXMOTOURS and all of its sponsors will not make any determination during the Event as to the fitness of any Participant's ability to safely ride during the Event. Also, I understand that MXMOTOURS and all of its sponsors may make negligent determinations as to whether the weather, the route, the stop locations, the traffic, the road conditions and/or any other conditions which affect riding conditions are safe during the Event.

I understand that I am solely responsible for making determinations as to whether other Participants and/or the Event conditions are safe and I understand that the Released Parties may not warn me of hazards of which they may become aware.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this

Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: MXMOTOURS and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Signature Date

Participant cell phone_____

Email_____

Emergency contact person and phone

#_____

(if under 18 years old, Parent or guardian must also sign)

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian

further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian print name_____ Signature_____

Date_____