

RELEASE AND WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to rent, operate or be a passenger on a motorcycle provided by _____, on behalf of myself, my personal representatives, heirs and next of kin:

- 1) I understand and acknowledge that I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH from use of the motorcycle.
- 2) I knowingly and freely assume all such risks, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE AND RELEASES OF OTHERS.
- 3) I HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE _____, its officers, owners, directors, employees and agents (collectively "Releasees) with respect to any and all bodily injury and/or other loss resulting from my rental operation, or use of, whether as a passenger or rider, any motorcycle, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE DURING ANY aspect associated with riding upon or renting any motorcycle. This release includes claims arising from strict product liability or resulting from any breach of any express or implied warranty by any Releasee. This release does not release any Releasee from any liability caused by the Releasee's intentional misconduct or from any other liability that cannot be effectively released under applicable law.
- 4) I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO MY RENTAL OPERATION OR USE OF ANY MOTORCYCLE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 5) If I am the operator of any motorcycle, I agree to personally confirm that all passengers have signed and agreed to the terms of this Release and Waiver, Assumption of Risk and Indemnity Agreement.
- 6) I hereby agree that this agreement shall be binding upon and enforceable against me, my personal representatives, spouses, assigns, heirs, and next of kin without limitation.
- 7) I understand and acknowledge that there are no warranties, either express or implied with regard to the motorcycles including, without limitation, the design or condition of the vehicles, the quality or materials or workmanship of the vehicles, the presence of latent or hidden defects, or the merchantability and fitness of the vehicles for a particular purpose.

I have read the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. I fully understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date _____

Signature _____

Printed Name _____