

**WAVIER AND RELEASE AGREEMENT**

I have chosen voluntarily to participate in OPEN ROAD MOTORCYCLE ADVENTURES LLC motorcycle touring, and I agree as follows:

**Inherent Risk of Motorcycle Riding:**

I hereby represent and acknowledge that I am fully knowledgeable of the danger and hazards associated with riding motorcycles, including the possibility of incurring severe personal injury, major property damage and even death. I am duly licensed and possess the abilities and skills necessary to operate a large motorcycle in a safe and cautious manner. Open Road Motorcycle Adventures LLC assumes no responsibility or liability for the touring or for any injuries or accidents that arise from or relate to the touring. I hereby waive, release and discharge Open Road Motorcycle Adventures LLC from any and all claims, costs or liability for personal injury, property damage, death or loss or damages of any kind or nature which arise from or relate to the touring; including those arising from Open Road Motorcycle Adventures LLC's own negligence. I agree to indemnify and hold harmless Open Road Motorcycle Adventures LLC against any and all claims, causes of action, or any other liability of any kind arising from my activity of touring by motorcycle.

**Safety**

On every Open Road Motorcycle Adventures LLC tour, the safety of our participants and staff is of the ultimate importance. If at any time I feel that motorcycles are being operated in an unsafe manner, or if safety is being compromised in any way, I will bring it to the immediate attention of the tour guide and staff so my concerns can be promptly addressed. I certify that I will not at any time during the tour, operate a motorcycle under the influence of alcohol, narcotics or other substances which may impair my ability to operate a motorcycle safely. If at any time I do not feel I can operate a motorcycle safely for medical or personal reasons, I will notify the leader/staff immediately and I agree to ride in the chase vehicle until such a time normal operation of the motorcycle can resume. Any person unsafely operating a motorcycle may be removed from the tour immediately, without refund or credit of any kind.

**Equipment**

Open Road Motorcycle Adventures LLC strongly urges all riders to wear safety equipment such as helmets, goggles/glasses, gloves, boots and abrasion resistant clothing. Use of protective gear is solely my decision and I will be responsible for compliance with all state laws, including those regarding use of helmets and other safety equipment.

**Unforeseen Circumstance and Acts of Nature**

I agree to hold Open Road Motorcycle Adventures LLC harmless for any failure, delay, acts of omission or commission and any resulting loss or damage occurring during the tour, or as a result of the tour, through the actions of third parties, including but not limited to, the operators of hotels and restaurants, carriers, and other suppliers and vendors engaged by Open Road Motorcycle Adventures LLC. This includes damage or loss due to governmental action, weather, mechanical breakdown, equipment failure, labor disputes, sickness, acts of nature, or other causes beyond the direct control of Open Road Motorcycle Adventures LLC.

This agreement shall be binding on my heirs, assignees, successor's and personal representatives and anyone else who might claim or act on my behalf.

\_\_\_\_\_  
Rider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Passenger Signature

\_\_\_\_\_  
Date