



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY ENTERING INTO THIS DOCUMENT, YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

In consideration for and as a condition of placing a reservation for and participating in a Tour and Event organized by Freedom Biker Tours Inc, (the "TOUR AND EVENT") and as a condition of being allowed to participate in all related events and activities of the *TOUR AND EVENT*, I hereby represent, warrant, and agree that:

- A. I am familiar with and accept that there is the risk of serious injury and death in participation in a motorcycle touring event and in all forms of motorcycle use; and
- B. I have satisfied myself and believe that I am physically, emotionally, and mentally able to participate in this *TOUR AND EVENT*, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this *TOUR AND EVENT*; and
- C. I understand that all applicable TOUR AND EVENT rules and direction for participation must be followed, regardless of my role, and that at all times during the *TOUR AND EVENT* the sole responsibility for my personal safety remains with me; and
- D. I will immediately remove myself from participation, and immediately notify the TOUR AND EVENT organizer, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the *TOUR AND EVENT*.

FOR GOOD AND SUFFICIENT CONSIDERATION, RECEIPT OF WHICH I ACKNOWLEDGE, I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, SUCCESSORS AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT AS A CONDITION OF PLACING A BOOKING FOR A TOUR AND EVENT AND AS A CONDITION OF PARTICIPATING IN THE TOUR AND EVENT CONSTITUTES:

INITIALS

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS of any kind whatever associated with my participation in the **TOUR AND EVENT** even if arising from the negligence or gross negligence of others, including any compounding or aggravation of injuries caused by negligent medical or rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the **TOUR AND EVENT** in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the **TOUR AND EVENT** including the Tour and Event organizer, Freedom Biker Tours Inc., its owners, organizers, employees, agents, assistants and subcontractors, and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding or in relation to the **T O U R A N D E V E N T**, or any one or more of them and their respective directors, officers, employees, guides, shareholders, contractors, agents and representatives (all of whom are collectively referred to as “the Releasees”) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the TOUR AND EVENT or my participation in any part of, or my presence in any capacity at, the **TOUR AND EVENT**, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT **OCCUPIERS LIABILITY ACT** ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the **TOUR AND EVENT**; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the **TOUR AND EVENT** occurs, and an agreement that if any part or provision of this Agreement is deemed unenforceable then such portion of the Agreement shall be severed to the extent required by law and the remainder of the Agreement shall remain in full force and effect

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ENTERING INTO THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I UNDERSTAND AND AGREE THAT BY SIGNIFYING MY AGREEMENT TO THIS RELEASE ELECTRONICALLY ON THE ONLINE RESERVATION FORM AND PROCEEDING WITH PLACING THE RESERVATION FOR THE TOUR AND EVENT I AM BOUND LEGALLY AND CONTRACTUALLY TO THIS AGREEMENT WITHOUT MY SIGNATURE AFFIXED. I AGREE TO EXECUTE A FURTHER WRITTEN VERSION AT THE TIME OF PHYSICAL ATTENDANCE FOR THE TOUR AND EVENT TO CONFIRM THIS PRIOR ELECTRONIC AGREEMENT.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT AND NOT A MERE RECITAL AND I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Description of EVENT and Dates:

SIGNED on _____:

WITNESS: _____

(Signature)

Signature of Witness

(Print Name)

Address of Witness

(Address)

City

(Occupation)

Occupation of Witness