



MILE MUNCHIN'  
ADVENTURES

## RELEASE OF LIABILITY, COVENANT NOT TO SUE, WAIVER AGREEMENT

### **MOTORBIKE RIDING IS DANGEROUS**

By signing this agreement, I acknowledge that I understand that motorcycle riding and touring is hazardous and may result in serious injury or death. I understand that this activity in which I am voluntarily participating in, has inherent risks (including death, loss of limb, permanent disability and damage to or loss of property) that I take responsibility for.

### **LEGALLY REGISTERED MOTORBIKE AND RIDER LICENSED**

I certify that I am duly licensed and competent to operate a motorcycle in a safe manner, and the vehicle I will be operating during the tour is in safe and legal condition. I am solely responsible to determine the speed and operational characteristics of my motorcycle and my ability as a motorcycle operator while participating in the tour. **I hereby agree to expressly and voluntarily accept and assume all risks involved in operating a motorcycle or participating as a motorcycle passenger while participating in a tour with Mile Munchin' Adventures.**

I hereby covenant, as a motorcycle operator or motorcycle passenger, not to sue Mile Munchin' Adventures, their owners, agents, employees, officers, directors, managers and representatives for any and all loss or damage including property damage or loss, personal injury, permanent disability and/or death, arising out of my participation in this activity (including but not limited to riding, touring, transportation to and from the activity, and at all accommodation and rest stops). Mile Munchin' Adventure Tours makes no warranty regarding conditions, safety of roadways, weather, lodging or stops and I assume all risk that the conditions, safety of roadways, weather, lodging or stops are other than what is expected. I understand and agree that Mile Munchin' Adventures is acting as my agent only to provide guidance as to routes, provide meals along the route and accommodation. I hereby release and hold harmless Mile Munchin' Adventures, its owners, agents,

assigns and heirs against any and all claims, causes of action or any other liability of any kind arising from my operation of a motorcycle, or as a motorcycle passenger during my activity of motorcycle touring.

**By signing this agreement, I agree by all tour requirements regarding safe and legal operation of motorcycles. I must not be under the influence of alcohol or drugs while riding my motorbike, and agree that any violation of these requirements will result in the termination of my participation on the tour without recourse or refund. Further, I certify that I am not under the influence of alcohol, any narcotic, or other drug that may impair my understanding or judgment.**

I certify that I have no known physical or mental impairment that may affect my safety or the safety of the group. I understand that wearing a helmet is a legal requirement. Mile Munchin' Adventures requires its tour participants to wear protective gear including knee guards/braces, boots, elbow pads, motorcycle boots, gloves, goggles or helmet with visor.

By signing this agreement, I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself, my spouse, personal representatives, assigns, heirs and next of kin. In consideration of being permitted to participate in the tour, I hereby release, waive, hold harmless, discharge and agree to indemnify Mile Munchin' Adventures, its owners, agents, employees, officers, directors, managers and representatives from any and all liability to me, my spouse, personal representatives, assigns, heirs, and next of kin for any and all claims, demands, liability, loss of damage (including property damage or loss, personal injury, permanent disability and /or death, in any way resulting from or arising in connection with this activity.

**The undersigned has read and voluntarily signs this Release of Liability, Covenant Not to Sue, Waiver Agreement.**

Rider Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Passenger Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



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