



## **MAXIMAL TOURS AND EVENTS, LLC**

### **LIABILITY WAIVER & RELEASE FORM**

The tour you are taking with MAXimal Tours and Events, LLC may cover a variety of riding conditions including, but not limited to, curvy and narrow mountainous roads, possible unpaved roads (e.g. gravel, sand, dirt, etc.), rain, and the possibility of snow or fog. Elevations will change, and certain tours may be a concern for people with heart conditions. If applicable, please consult with your doctor prior to booking.

Motorcycle riding exposes you to extreme temperatures that may vary widely. These tours are not a place to learn to ride a motorcycle. Experience is **REQUIRED**. It is important that you, the tour participant, are accustomed to spending all day aboard a motorcycle and in reasonable physical health.

#### **AGREEMENT:**

I/We understand that operating a motorcycle is an activity that contains considerable risk of serious personal injury, paralysis, dismemberment, property damage, loss, and possible death. I/We further understand that riding a motorcycle is subject to both foreseeable and unforeseeable risks and dangers.

I/We hereby knowingly and freely accept the risks of any and all personal injury and property damages to both myself, any passengers, and to any others arising from my/our participation in a tour with MAXimal Tours and Events, LLC.

I/We do hereby release, waive, discharge, hold harmless, and agree that my/our dependents, heirs, successors, executors, and assigns do release, waive, discharge, and hold harmless, and indemnify MAXimal Tours and Events, LLC, its owners, employees, officers, directors, agents, affiliates, and assigns (collectively, "released parties") from any and all claims, whether civil or criminal, including claims of death, bodily injury, illness, property damage or loss, however caused, arising from or related to a tour with MAXimal Tours and Events, LLC, even if arising from the failure to act or negligence of the released parties or others.

I/We agree to ride within my riding ability and agree not to be influenced by any group or pack mentality to ride either outside my/our ability or what is considered safe riding conditions. Nor will I/we be influenced by riding displays by my/our own fellow tour participants nor tour guides that could be considered unsafe. I/We fully understand that I/we may encounter riding conditions and roads that I/we have not traveled before, have no prior knowledge of, and therefore will ride within a manner that is considered safe for those riding conditions.

I certify that I am a licensed motorcycle operator and that I hold a current valid, state-issued motorcycle license or endorsement to my driver license.

I/We further certify that I/we am/are in good health and have no mental or physical impairments that may affect my/our safety or the safety of others in the tour group.

I/We understand that I/we will wear a helmet in the states where it is required by state law, and when in those states where helmet use is optional, I/we understand the choice of wearing a helmet is solely my/our own.

I have the necessary knowledge, skills, and abilities to operate a large motorcycle (over 750 cc) in a safe and cautious manner, and I accept full, complete, and personal responsibility for the safe operation of my motorcycle while participating in the tour.

MAXimal Tours and Events, LLC has a zero tolerance policy and prohibits the use of any illegal drug or the consumption of alcohol during any of our tours. Anyone found to have used illegal drugs at any time during the tour, or consumed alcohol the day of the tour or during the tour will be expelled or prohibited from riding the remainder of the tour WITHOUT a refund of any portion of the tour fee.

**I/We have fully read, understand, and AGREE to all of the foregoing.**

TOUR PERSON (DRIVER): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TOUR PERSON (PASSENGER): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_