

WAIVER AND RELEASE OF LIABILITY AGREEMENT

BETWEEN: Southern Oregon Adventure Riders Touring Company, LLC
An Oregon limited liability company **(SOAR)**

AND: _____ **(Participant)**

EFFECTIVE DATE: _____

In consideration to operate and ride motorcycles owned by SOAR, I hereby agree, consent and represent as follows:

AGREEMENT

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

B. I agree to ride within my riding ability and agree to not be influenced by any group or pack mentality to ride faster than is within my ability, or what is considered safe riding conditions. I will not be influenced by riding displays by my fellow tour Participants or tour guides that could be considered unsafe. I fully understand that I may encounter riding conditions and roads that I 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 am not relying on any representations made to me by any employee or representative of SOAR as to the upcoming riding conditions or my own riding abilities.

(initial)

C. I certify that I am a licensed motorcycle operator and that I hold a currently valid state issued motorcycle license or endorsement to my driver’s license. I further certify that I am in good health and have no mental or physical impairments that may affect my safety or the safety of the group.

(initial)

D. I certify that I am properly insured to operate a motorcycle and I will always carry motorcycle liability insurance as required by law. If the motorcycle is stolen or damaged irrespective of my negligence or intentional misconduct, I will pay to SOAR the retail fair market value of the motorcycle before theft or damage.

(initial)

E. I understand that helmets must be worn at all times under this agreement regardless of state laws.

F. I hereby knowingly and freely accept the risks of all personal injury and property damage to both myself, my passenger, and to others arising from my participation in this motorcycle tour.

(initial)

(initial)

G. I hereby release, waive, discharge, hold harmless and agree that my dependents, heirs, successors, executors and assigns do release, waive, discharge and hold SOAR harmless and shall indemnify SOAR 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 the motorcycle tour and arising from this agreement even if arising from the failure to act or negligence of the releases or others.

(initial)

Driver Signature: _____

Printed Name: _____

Dated: _____