

**RELEASE OF LIABILITY, COVENANT NOT TO SUE,
WAIVER AND AGREEMENT**

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 has inherent risks (including death, loss of limb and permanent disability, and damage to or loss of property) that I assume. 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 operating 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 Legendary Motorcycle Tours.**

I hereby covenant, as a motorcycle operator or motorcycle passenger, not to sue Legendary Motorcycle Tours, 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 lodging and stops). Legendary Motorcycle 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 Legendary Motorcycle Tours is acting as my agent only to provide guidance as to routes, and to obtain meals along the route, and I hereby release and hold harmless Legendary Motorcycle Tours 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 to abide by all tour requirements regarding safe and legal operation of motorcycles, no use of alcohol or drugs and agree that any violation of these requirements will result in the termination of my participation in the tour without recourse or refund. 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, subsequent to state and local regulations, the choice of wearing a helmet or other protective gear is solely my own and that Legendary Motorcycle Tours most strongly recommends its tour participants to wear protective gear. **Further, I certify that I am not under the influence of alcohol, any narcotic, or other drug that may impair my understanding or judgment.**

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 Legendary Motorcycle Tours, their 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 or 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. I hereby agree to fully assume the risk and full responsibility of bodily injury, permanent disability, death or property damage due to the negligence of those being released herein, and on behalf of myself, my spouse, my personal representatives, assigns, heirs and next of kin.

I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law of the state of North Carolina and that if any portion hereof be held invalid, I do expressly agree that the balance shall notwithstanding, continue in full legal force and effect.

I further agree to the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium.

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

Signature _____ Date _____

Printed Name _____

Signature of Passenger _____ Date _____

Printed Name _____