

**ACKNOWLEDGEMENT OF RISK
And
WAIVER AND RELEASE OF LIABILITY**

READ THIS CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS

Introduction:

Lynn Isenhour Motorcycle Tours and Transport offers a variety of riding conditions for your enjoyment including winding roadways with the possibility of gravel/sand on roadways or even debris on the pavement as well as all types of weather elements that can be encountered during your tour. As you may already know, motorcycle touring exposes you to all types of temperature and climate changes (sometimes we can reach elevations exceeding 12,000 feet), and are typically related to the region in which we are touring. With this said, this is not the tour for novices or the new beginner nor a place/trip to learn how to ride a motorcycle. It is important to note that you and passenger (if applicable) must be in good physical condition, good health and adapted to riding for long periods during the day.

AGREEMENT:

I (We) 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 (We) further understand that riding a motorcycle is subject to both foreseeable and unforeseeable risk and dangers. I (We) hereby knowingly and freely accept the risk of all personal injury and property damage to both myself, my passenger, and to others arising from my (our) participation on a Lynn Isenhour Motorcycle Tour.**

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 AGAINST, AND INDEMNIFY LYNN ISENHOUR MOTORCYCLE TOURS AND TRANSPORT, 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 LYNN ISENHOUR MOTORCYCLE TOURS AND TRANSPORT, EVEN IF ARISING FROM THE FAILURE TO ACT OR NEGLIGENCE OF THE RELEASEES 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 faster than is within my (our) ability, or what is considered to be safe riding conditions. Nor will I (We) be influenced by riding displays by my (our) fellow tour participants nor tour guides that could be considered to be unsafe. I (We) fully understand that I (We) may encounter riding conditions and road conditions that I (We) have not traveled before, have no prior knowledge of, and therefore will ride within a manner that is considered to be safe for those riding conditions.

I certify (driver only) that I am a licensed motorcycle operator and that I hold a current valid state issued motorcycle license and/or endorsement to my driver’s license. **I (We) further certify** that I (We) am/are in good health and have no mental or physical impairments that my affect my (our) safety or the safety of others.

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 us is optional, I (We) understand the choice is wearing a helmet or not, is solely my (our) own choice.

Initials: _____

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Lynn Isenhour Tours and Transport expressly prohibits the use of any illegal drug or the consumption of alcohol during any of the day 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.

MAKE SURE YOU HAVE READ AND UNDERSTAND BEFORE SIGNING.

I (WE) UNDERSTAND AND AGREE TO ALL OF THE FOREGOING

Driver Signature: _____ **Date:** _____

Drivers License Number: _____ **State:** _____

Witness Signature: _____ Date: _____

Witness Printed Name: _____

Passenger Signature: _____ **Date:** _____

Witness Signature: _____ Date: _____

Witness Printed Name: _____

Emergency Contact Information:

DRIVER:

PASSENGER:

NAME Please print: _____

NAME: Please print _____

RELATIONSHIP: _____

RELATIONSHIP: _____

TELEPHONE CONTACT: _____

TELEPHONE CONTACT: _____

If the passenger is under the age of 18, their parent or legal guardian must sign below:

I (We) am/are the legal guardian of the above signed person and grant my/our permission to such person (to drive) (ride as a passenger) on the motorcycle, and to the extent permitted by law, I agree to the terms of the foregoing release on behalf of such person.

SIGNED: _____ DATE: _____

Printed Name: _____