

**ASSUMPTION OF RISK, WAIVER, RELEASE FOR LIABILITY
AND INDEMNIFICATION AGREEMENT**

I, _____, do hereby acknowledge my desire to participate in a motorcycle tour event as my free and voluntary act. In accordance therewith, I hereby agree as follows:

1. **Risk Factors.** I understand the multitude of risks associated with the operation of a motorcycle and motorcycling in general. I acknowledge, therefore, that motorcycling is an inherently dangerous activity resulting in substantial risks on my part which include the possibility of causing major property damage, incurring severe bodily injury, and even death to myself or to those with whom I may in any way come in contact with. I further acknowledge that not all hazards and dangers can be foreseen, which, by example, include, but is not limited to such things as unfamiliarity with the land, adverse terrain and weather conditions, surface hazards, brush, thorns, trees, manmade and non manmade objects, rock slides, hitting visible or hidden fixed objects, excessive speed, riding too fast for conditions, failure to wear protective gear, mechanical malfunction, equipment failure, losing control of vehicle, vehicle collision (with motorcycles, other riders or fixed objects, etc...) vehicle roll over and contact with inexperienced drivers.

2. **Assumption of Risk.** I fully and willingly accept and assume all risks that may arise out of or result from my participation in this motorcycle touring event, including but not limited to, those risks described in Section 1 hereinabove, whether said risks occur before, during or after this event and any related events. I do furthermore waive any and all specific notice of the existence of the risks herein noted.

3. **Release, Waiver and Indemnification.** I hereby forever release, waive, discharge and hold harmless M/S INDIA BIKE TOURS AND TRAVELS, its' owners, officers, employees, agents, and representatives, successors, heirs, and assigns from any and all claims, law suits or causes of action of any kind which might arise from their inactions, actions or omissions, which are in any way associated or connected with this touring event. I hereby further agree to indemnify and defend M/S INDIA BIKE TOURS AND TRAVELS, its' owners, officers, employees, agents, representatives, heirs, successors, and assigns, and to hold them harmless from any and all claims, law suits or causes of action of any kind brought with or without my knowledge or consent, by my heirs, assigns, subrogate, or any other person or corporation for any harm or injuries sustained or property damages incurred in connection with my participation in this touring event. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. I, therefore, acknowledge that I am releasing unknown future claims.

I further understand, however, that this provision does not apply to any act by which M/S INDIA BIKE TOURS AND TRAVELS, its' owners, officers or employees knowingly or recklessly intended to cause me harm or injury.

4. **Payment of Damages.** I agree to pay for any and all damages to any property or released party caused by me negligently, willfully or otherwise.

5. **Jurisdiction.** This Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement shall be governed, constructed and interpreted in all respects by and through the Laws of the State of INDIA.

6. **Severability.** If any term or provision of this Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

I have read this Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law.

***Signature** _____

***Printed Name** _____

***Date** ____ / ____ / 20 ____