

**PACIFIC MOTORCYCLE SCHOOL INC. AND BMW MOTORRAD ENDURO PACIFIC LTD.
WAIVER, INDEMNIFICATION & RELEASE OF LIABILITY**

I _____, (print name) HEREBY ACKNOWLEDGE AND AGREE that I have voluntarily applied to PACIFIC MOTORCYCLE SCHOOL INC. and BMW MOTORRAD ENDURO PACIFIC LTD., doing business as Pacific Riding School ("Pacific Riding School") for motorcycle instruction, training and participation ("Motorcycle Activities"). I understand that the covenants and conditions of this waiver are reasonable and necessary for Pacific Riding School to provide me with Motorcycle Activities. I understand and acknowledge that my participation in the Motorcycle Activities require physical stamina, motor coordination and mental alertness. I hereby attest that I have no know physical or mental limitation and have not used any form of prescription or non-prescription drugs or alcohol that could impair my performance.

If you have READ AND UNDERSTOOD this paragraph INITIAL HERE (_____)

THIS IS A RELEASE, ASSUMPTION OF RISK, WAIVER & COVENANT NOT TO SUE AGREEMENT

IN CONSIDERATION of Pacific Riding School Inc., BMW Motorrad Enduro Pacific Ltd., 0827394 B.C. Ltd., its affiliated organizations, employees, agents, officers, directors, shareholders, owners (namely Dat Louie, Mark Kruger or otherwise), landowners, successors, assigns ("Pacific Riding School Providers"), providing for my participation in the Motorcycle Activities, furnishing other services, equipment, and/or curriculum, I AGREE AS FOLLOWS:

I FULLY UNDERSTAND AND ACKNOWLEDGE that:

- (1) The Motorcycle Activities or use of equipment involve DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH;
- (2) my participation in Motorcycle Activities may result in injury or illness, including, but not limited to, BODILY INJURY, DISEASE STRAINS, FRACTURES PARTIAL AND/OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH; and that any such injury or illness may lead to FURTHER COSTS including, but not limited to, RECOVERY EXPENSES OF DOCTORS, PHYSIOTHERAPISTS, MASSAGE THERAPISTS, OR OTHER REHABILITATION COSTS, AND EXPENSES DUE TO MENTAL OR PHYSICAL DISABILITY, EXPENSES FOR LOST WAGES, and OTHER EXPENSES;
- (4) such risks and dangers may be caused by the negligence of Pacific Riding School Providers, negligence of others, or by other participants, or by foreseeable or unforeseeable cause;
- (5) by participating in the Motorcycle Activities and/or use of equipment, I, ON BEHALF OF MYSELF, MY HEIRS, GUARDIANS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY **ASSUME ALL RISKS AND ALL RESPONSIBILITY AND AGREE TO RELEASE THE PACIFIC RIDING SCHOOL PROVIDERS, FOR ALL INJURIES, DAMAGES, PROPERTY DAMAGES** INCLUDING THOSE CAUSES BY NEGLIGENCE OR PACIFIC RIDING SCHOOL PROVIDERS OR OTHERS OR HOWSOEVER CAUSED.

I AGREE AND UNDERSTAND THAT I, ON BEHALF OF MYSELF, MY HEIRS, GUARDIANS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELINQUISH ANY AND ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO SUE THE PACIFIC RIDING SCHOOL PROVIDERS for any and all injury, damage, or death I may suffer arising from Motorcycle Activities or equipment, including negligence claims.

I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND BY SIGNING BELOW I AGREE THAT IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE PACIFIC RIDING SCHOOL PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OR ANY OTHER CAUSE AND THAT THE PACIFIC RIDING SCHOOL PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO MY OWN MOTORCYCLE OR PERSONAL GEAR. I have had the opportunity to ask any question about the waiver and release.

Participant's Name:

Participant's Signature:

Date:

Participant's Address:

Participant's Phone Number:

THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of Pacific Riding School, BMW Motorrad Enduro Pacific Ltd. its affiliated organizations, employees, agents, officers, directors, shareholders, owners (namely Dat Louie, Mark Kruger or otherwise), landowners, successors, assigns ("Pacific Riding School Providers"), providing for my participation in the Motorcycle Activities, furnishing other services, equipment, and/or curriculum, I AGREE AS FOLLOWS:

I, ON BEHALF OF MYSELF, MY HEIRS, GUARDIANS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY agree to hold harmless, defend, and indemnify the Pacific Riding School Providers from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages, including all legal costs, which may arise from my participation in Motorcycle Activities, the use of motorcycles and motorcycle equipment, including claims from Pacific Riding School Providers or any other party's negligence.

I HAVE CAREFULLY READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR LAWSUITS AGAINST PACIFIC RIDING SCHOOL AND BMW MOTORRAD EUNDURO PACIFIC LTD. PROVIDERS ARISING FROM MY PARTICIPATION IN MOTORCYCLE ACTIVITIES. I have had the opportunity to ask any questions about this indemnification and hold harmless agreement.

Participant's Name:

Participant's Signature:

Date:

THIS IS A CONSENT TO PHOTOGRAPH/VIDEO AND RELEASE AUTHORIZATION

I, the undersigned, give permission to Pacific Riding School Inc., BMW Motorrad Enduro Pacific Ltd., 0827394 B.C. Ltd. and/or parties designated by Pacific Riding School Inc., BMW Motorrad Enduro Pacific Ltd., 0827394 B.C. Ltd. to photograph/video me and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use.

I further consent to the use of my name in connection with the photograph(s)/video(s) if needed.

I understand and agree that I will not receive any payment for my time or expenses or any royalty for the publication of the photograph(s)/video(s) or the use of my name and I hereby release from any such claims.

I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction.

Participant's Name:

Participant's Signature:

Date:

EMERGENCY CONTACT INFORMATION:

Participant's Medical Card Number: _____

Emergency Contact #1 Name: _____

Emergency Contact #2 Name: _____

Complete Address: _____

Complete Address: _____

Phone Number: _____

Phone Number: _____