



## Los Angeles Bikers LLC

### CUSTOMER AGREEMENT AND RELEASE AND WAIVER OF LIABILITY (For Duo riding - Rider and Passenger)

Los Angeles Bikers LLC ("LAB") organizes and offers motorcycle tours throughout Southern California and other areas to licensed motorcycle riders and passengers (collectively hereinafter "Rider", "Riders", or "Rider's"). To ensure that our Riders & Passengers act responsibly at all times, this agreement defines Rider's & Passenger's obligations made in exchange for the purchase of services from LAB.

By signing below, Rider & Passenger acknowledge that they have read and fully understand all of the terms and conditions of this agreement and waiver.

#### ACKNOWLEDGEMENT OF THE LIMITED SCOPE OF SERVICES BEING PROVIDED BY LAB

Rider & Passenger acknowledge and accepts that they are purchasing a limited scope of services from LAB. LAB agrees to provide only: (i) a guided bike ride/tour within a specified route or area, (ii) the facilitation/coordination of accommodations for overnight stays (when applicable), and (iii) the facilitation/coordination of the rental of a motorcycle (when applicable), but chosen, inspected and insured by the Rider from a third party (hereinafter, the "Services").

Rider & Passenger acknowledge that LAB does not and will not provide any other services, whether intentionally or unintentionally, other than those listed above. Services excluded, but not necessarily limited to, are the following: verification of Rider's experience or qualifications, Rider's motorcycle or equipment inspections, road or weather condition warnings/inspections, accommodation/property inspections, evaluation of Rider's mental, physical or psychological condition, traffic safety, and any other services not expressly provided for above (hereinafter "Non-Included Services"). Any other services which Rider may hereafter perceive or claim as being provided by LAB are expressly waived herein.

#### REPRESENTATIONS AND AGREEMENT

Rider & Passenger represent that:

- They are properly insured, licensed and experienced to undertake the motorcycle ride/tour being purchased from and offered by LAB;
- They have subscribed to the consumer Travel Insurance of their choosing;
- They are physically and mentally healthy, capable of completing the ride/tour;
- They have not been convicted of either any criminal or traffic-related violations, including driving under the influence or a suspension of licensure for any moving violations, or any other violations which would negatively affect his/her ability to take the ride/tour with LAB and other riders; and
- They have performed a thorough inspection of any of his/her equipment, including helmet, protective wear and motorcycle, to ensure that all are in good working order and condition prior to beginning the ride/tour and make continuous inspections of all equipment throughout the ride/tour to ensure that all are in good working order and condition.

Rider & Passenger agree to:

- Ride safely and with consideration for all other users on the road;
- Read, know, and abide by all applicable state laws, rules and regulations, as well as any of LAB;
- Refrain from any alcohol or drug use for a minimum of 48 hours prior to the ride/tour and at all times during the ride/tour; and
- Refrain from any improper, rude, aggressive behavior with any other riders or persons encountered during the tour, including the use of profanity, etc.
- Immediately report any violations of law, safety violations or violations of these rules by other riders during the ride/tour.

Failure to comply will automatically cancel the purchase of LAB services (without refund).

Rider & Passenger further agree that LAB has the absolute discretion and the right to refuse service or continued service (without refund) to anyone whom it deems to be either a safety hazard to him/herself or to others, and/or whom LAB determines in its sole discretion is uncooperative or disruptive to the tour and its riders.

**RELEASE AND WAIVER OF LIABILITY**

I, the undersigned Rider and/or Passenger, in consideration of using the Services provided by LAB, have read, understand and expressly agree to the following:

**A. Risk of Personal Injury.**

I understand that the risks of riding motorcycles on public or private roadways are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO EQUIPMENT, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow roadways, and/or lack of roadways; negligence of other riders, persons, or vehicles; the negligent actions of any owners of property ridden on; or the negligent actions of LAB or its members, officers, employees, or agents.

Rider Initials \_\_\_\_\_ Passenger Initials \_\_\_\_\_

**B. Release of all Liability (including negligence).**

**I AGREE TO FULLY RELEASE AND DISCHARGE LAB FROM ANY LIABILITY** for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of LAB, or any of its agents, to myself, or any other person or property, as a result of my participation in the Services. I fully understand and agree to release LAB for its negligence in causing in whole or in part any injury to me. I also fully release and discharge LAB from any liability arising out of or related to any injuries or damages caused by or potentially caused by Non-Included Services.

Rider Initials \_\_\_\_\_ Passenger Initials \_\_\_\_\_

**C. Express Assumption of Risks.**

**I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN THE RIDE/TOUR, INCLUDING THE RISK OF LAB'S NEGLIGENCE.**

Rider Initials \_\_\_\_\_ Passenger Initials \_\_\_\_\_

**D. Indemnity and Hold Harmless.**

**I AGREE TO INDEMNIFY LAB** and their members, offices, agents or employees **AND HOLD THEM HARMLESS FOR ANY DAMAGES, INJURIES, JUDGMENTS OR LAWSUITS**, including attorney's fees and costs incurred by them, that are proximately caused by my negligence or willful misconduct during the ride/tour and/or my use of third party equipment or accommodations. I agree my obligation to indemnify and hold LAB harmless applies even if LAB is negligent.

I understand this is a contract, which limits my legal rights, and it is binding upon me, my heirs and legal representatives. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability, the undersigned acknowledges she or he has fully read and understands the above and foregoing.

Rider Initials \_\_\_\_\_ Passenger Initials \_\_\_\_\_

**THIS AGREEMENT SHALL BE SIGNED BY BOTH THE PRIMARY RIDER, AS WELL AS ANY AND ALL POTENTIAL PASSENGERS.**

**I agree to all of the above terms of this agreement and waiver.**

Printed Name: \_\_\_\_\_

Signature of Rider: \_\_\_\_\_ Date: \_\_\_\_\_

**I agree to all of the above terms of this agreement and waiver.**

Printed Name: \_\_\_\_\_

Signature of Passenger: \_\_\_\_\_ Date: \_\_\_\_\_