

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

PLEASE READ THIS DOCUMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

I understand that by signing this document I forever waive certain legal rights I may have.

Activity: _____ Date: _____

First name: _____ Last name: _____

Street address: _____

City: _____ State: _____ Zip: _____

Email: _____ Date of Birth: _____

Phone number: _____ Emergency contact and number: _____

Valid driver's license with motorcycle endorsement? (Y/N) _____

Current auto and motorcycle insurance? (Y/N) _____

Current health insurance? (Y/N) _____

Driver's license number and state: _____

Motorcycle insurance policy number: _____

PARTICIPANT PLANS TO PARTICIPATE IN THE ACTIVITY WITH THEIR PERSONAL VEHICLE

Make, model, year of the motorcycle you will ride: _____

License plate number: _____ VIN: _____

WHEREAS, the Participant desires to participate in the Activity; WHEREAS, Maxwell Enterprises, LLC doing business as Adventure Motorcycle Professionals or AdvMotoPros.com, a California Limited Liability Company ("the Sponsor") has the requisite skill to provide services related to the Activity; and

WHEREAS, the Sponsor is engaged in providing services related to the Activity and will provide such services to the Participant; and

WHEREAS, the Participant understands that the Activity is inherently dangerous;

THEREFORE, in consideration of the foregoing and in consideration of the dangerous nature of the Activity, the Participant and the Sponsor agree to enter into this Release of Liability and Waiver of Rights.

1. PARTICIPATION IN THE ACTIVITY

The Participant desires to participate in the Activity, including, without limitation, to drive or be a passenger in any vehicle, whether the vehicle is owned by Sponsor, by the Participant or any other party, or otherwise enter any area where the Activity takes place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity.

2. ASSUMPTION OF RISK

The Participant's choice to participate in the Activity is knowing, voluntary, and made for the Participant's personal enjoyment. The Participant understands that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from the Participant's actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Further, there may be other risks not known to the Participant or reasonably foreseeable at this time. The Participant understands and has considered the risks involved, and voluntarily and freely choose to assume these risks.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTICIPANT

The Participant represents and warrants that: (a) the Participant's personal vehicle is in good condition and fit for participation in the Activity; (b) the Participant's personal vehicle has been maintained in accordance with the manufacturer's recommendations; (c) the Participant has had the drivetrain, suspension, and brakes checked within the previous six months by a duly licensed professional mechanic; (d) the Participant's insurance policy meets applicable law relating to automobile/motorcycle insurance minimum coverage requirements for bodily injury, death, and property damage; and (e) the Participant will provide Sponsor with proof of valid automobile/motorcycle insurance and registration upon request. The Participant further represents that they are over 18 years of age and have a valid driver's license with the appropriate motorcycle endorsement from the state of issue. The Participant represents that they are in good health, in proper physical condition, and do not have any medical or other conditions that would impair the Participant's ability to drive or ride in a vehicle or otherwise participate in the activity. The Participant represents that they have never been refused automobile or motorcycle insurance coverage or had special conditions imposed. If at any time the Participant believes conditions to be unsafe or that they are no longer in proper physical condition to participate in the Activity, the Participant will immediately discontinue further participation in the Activity.

4. SAFETY REGULATIONS

The Participant will follow any and all instructions, recommendations, and cautions of the Sponsor at all times during the Activity, including, without limitation, in respect of Participant's operation of any vehicle at the Activity or other participation in the Activity. The Participant will comply with all applicable laws while participating in the Activity. The Participant will operate all vehicles at the Activity in a safe manner and will observe all traffic laws. The Participant will not operate or be a passenger in any vehicle at the Activity while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which would impair the Participant's ability to operate or ride in a vehicle.

5. RELEASE FROM LIABILITY

The Participant fully and forever releases and discharges Sponsor and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity (collectively referred to in this Release and Waiver as "Sponsor") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, or of the Participant, the

Participant's property, or any other person, directly or indirectly arising out of or in connection with the Participant's participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor.

6. INDEMNITY

The Participant will defend, indemnify, hold harmless, and reimburse Sponsor from and for all damages, losses, costs, expenses (including legal fees) incurred by Sponsor or paid by them to any person (including to the Participant or the Participant's insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with Participant's participation in the Activity. The Participant will reimburse Sponsor if anyone makes a claim against Sponsor in connection with the Participant's participation in the Activity, including, without limitation, any accident the Participant may be involved in or any injury, loss, or damage to the Participant, other parties, or property, however caused.

7. COVENANT NOT TO SUE

The Participant will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Sponsor, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by the Participant, other parties, or the Participant's (or others') property in connection with Participant's participation in the Activity, and the Participant waives any right the Participant may have to do so. This means that the Participant cannot sue to hold Sponsor responsible for any injury, loss, or damage sustained by the Participant, other parties, or the Participant's (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Sponsor. The Participant waives their insurer's right to make a claim against Sponsor based on payments by insurers to the Participant or on their behalf for any reason. This means that the Participant's insurers have no rights of subrogation against Sponsor.

8. MEDICAL EXPENSES

The Participant hereby consents to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with the Participants participation in the Activity and understand that the Participant is solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

9. PUBLICITY

The Participant hereby grants the Sponsor, without limitation, the right to use the Participant's name and likeness in connection with the Activity for any publicity without further compensation or permission.

10. BINDING EFFECT

This Release and Waiver shall be binding upon and enforceable against the Participant, and the Participant's personal representatives, spouse, assigns, heirs and next of kin without limitation.

11. SEVERABILITY

It is the desire and intent of the Parties that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by applicable law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever.

12. APPLICABLE LAW

This Waiver and Release shall be construed in accordance with the laws of the State of California, without regard to any choice of law rules.

13. ATTORNEY FEES

In the event that the Participant violates any term under this Waiver and Release or attempts to violate any term, the Sponsor shall be entitled to collect reasonable costs and attorney fees incurred as a result of defending and enforcing this Waiver and Release, regardless of whether or not such matter goes to litigation.

14. ENTIRE AGREEMENT

This document constitutes the entire agreement between Sponsor and the Participant and supersedes any previous or contemporaneous discussions or agreements between the Parties in respect of these matters.

The Participant specifically acknowledges and agrees that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO THE PARTICIPANT UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of the State of California.

THE PARTICIPANT HAS READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN), FULLY UNDERSTANDS ALL THE TERMS, UNDERSTANDS THAT THE PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAS SIGNED THIS RELEASE (INCLUDING ALL COVENANTS AND AGREEMENTS) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO THE PARTICIPANT.

THE PARTICIPANT HEREBY WARRANTS THE TRUTH OF THE ABOVE STATEMENTS AND THE PARTICIPANT DECLARES THAT THE PARTICIPANT HAS NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE SPONSOR IN ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE ANY VEHICLE PROVIDED BY THE PARTICIPANT, THE SPONSOR OR OTHER PARTIES.

DATE: _____ SIGNATURE: _____