# MotorCycle Chaperone Release & Indemnity

## Warning of Risk

(I)The Participant acknowledges by signing this document and participating in motorcycle riding ("the motorcycle activities") that:

MotorCycle Chaperone, their servants and agents are not medical practitioners and that they cannot provide advice or medical practitioners.

(II) Medical problems may arise if the Participant undertakes and participates in the motorcycle activities without obtaining advice from a medical practitioner beforehand.
(III) There may be no or inadequate facilities for treatment of the Participant if he/she is injured;

(IV) That there are risks of Injury and/or Death to the Participant and/or third parties.

(V) Personal property of the Participant or third parties may be lost and/or damaged:(VI) The Participant may suffer Injury and/or Death whilst merely observing or being in proximity to the site where the motorcycle activities are undertaken:

(VII) The Participant will abide by any rules or directions of MotorCycle Chaperone, their servants and agents for participating in the motorcycle activities, including the necessity of the Participant to wear a motorcycle helmet, gloves and protective clothing,

(VIII) The Participant agrees to follow the reasonable instructions of MotorCycle Chaperone, their servants and agents in respect of the motorcycle activities. The Participant also acknowledges that if he/she does not follow those instructions that they may not be permitted to participate in the motorcycle activities any further. In addition, The Participant may be further exposed to Injury and/or Death, loss or damage:

(IX) The Participant authorises MotorCycle Chaperone, their servants and agents to act for The Participant according to their best judgement in any emergency in the event that The Participant requires medical attention. Any medical expenses incurred in that event are payable by the Participant;

(X) The Participant has no physical or mental conditions that would impair the Participants capacity to undertake the motorcycle activities.

#### IMPORTANT, READ BEFORE SIGNING.

YOU SHOULD NOT SIGN THIS DOCUMENT UNLESS YOU HAVE READ IT AND UNDERSTOOD ITS TERMS.

#### RELEASE AND INDEMNITY

In consideration of MotorCycle Chaperone permitting me to participate in the motorcycle activities I agree to release and indemnify Motorcycle Chaperone, their servants and agents as follows:

(I). I assume the risk and responsibility of any Injury and/or Death arising from my participation in the motorcycle activities.

(II). I release, indemnify and hold harmless MotorCycle Chaperone, their servants and agents, from and against all and any actions and claims which may be made by me or on my behalf or by other parties or in respect of or arising out of any Injury and/or Death, loss, or damage caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

(III). I also agree that in the event that I am injured or suffer damage, I will bring no claim, legal or otherwise against MotorCycle Chaperone their servants or agents in respect of that injury or damage.

(IIII). Before signing this document, I have read and understood it and know that it affects my legal rights.

### **Additional Warning of Risks**

Not all hazards, risks and dangers can be foreseen. Such hazards, risks and dangers include but are not limited to, losing balance, impact injury from slipping on a riding surface, tripping, loss of control, colliding with other riders or animals or stationary objects or people, bad weather, lack of or failure of equipment.

I do hereby fully release and forever discharge MotorCycle Chaperone, their servants and agents, from any and all claims for injuries, damages, or loss that may occur to myself, my minor child/ward or and arising out of, connected with, or in any way associated with the motorcycle activities. I have read and fully understand the above information and warning of risk statement, I have also read the above and explained it to my minor child/ward.

I do hereby release all parties from any liability arising out of or connected to the motorcycle activities

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE ITS CONTENTS, I AGREE TO BE BOUND BY THE TERMS OF THE DOCUMENT AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY ACKNOWLEDGED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IS COVERED BY MY OWN INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CAUSE, OTHERWISE I AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO OTHERS OR MYSELF. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

The agreement takes effect from the date and time of signing and is a permanent agreement to be varied in the future only with the written consent of the releasees. It shall remain in force for the foreseeable future notwithstanding that the releasees may choose to refresh this agreement from time to time. In the event I or on my behalf or by other parties make any claim against MotorCycle Chaperone, their servants and agents I agree to pay them forthwith upon demand any reasonable legal or other costs incurred by MotorCycle Chaperone, their servants and agents arising from such claim and I agree that such monies shall be forthwith recoverable from me as a liquidated sum in any court of competent jurisdiction

Participant's Signature: \_\_\_\_\_ Date:\_\_\_/\_\_\_/\_\_\_ Participants Name (Please Print) \_\_\_\_\_License No.\_\_\_\_\_ DOB: \_\_/\_\_/\_\_

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

### Participants Details

Name
Address
StatePostcode
Email
Telephone numbers
Home
Mobile
License No/
Bike model Year Engine Size
Emergency Contact Details
Name
Mobile

(Please Attach Scan of Participants Current License - Front & Back)