



AGREEMENT & RELEASE OF LIABILITY | LIABILITY RELEASE, INDEMNITY AND ASSUMPTION OF RISK
AGREEMENT (THE “AGREEMENT”)

BY SIGNING THIS DOCUMENT, EITHER ELECTRONICALLY OR PHYSICALLY, YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY & ENSURE YOU UNDERSTAND.

Full legal name of Client: _____

Client Date of birth: _____

Client Phone number and email: _____

Client Address of Residence: _____

TO: Askiwa Motorcycle Tours Ltd., and any of their owners, directors, officers, partners, shareholders, employees, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”)

The Agreement shall apply to all activities, rentals, events, tours or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to, motorcycle rental, motorcycle itineraries; rental equipment; guided activities; tours; driving; and other such activities, events and services in any way connected with or related to the Releasees (hereinafter referred to as “the Activities”). This document covers all Activities undertaken by the undersigned with Askiwa Motorcycle Tours Ltd. regardless of year.

Client initials _____

ACKNOWLEDGMENT:

I represent to the Releasees that I have gained sufficient experience riding a motorcycle prior to my participation in the Activities to undertake the Activities in a safe and controlled manner without harm to myself or other. I am aware that the physical exertion required of the Activities and the forces exerted on the body can activate and aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Activities.

Client initials _____

RENTAL AGREEMENT:

I accept full responsibility for the care of the rental equipment (“Equipment”) and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned in good working order by the completion of the Activities.

Client initials _____

CANCELLATION POLICY:

I have read and understand and agree to the cancellation policy as follows:

- Cancellations must be made in writing via email.
- If you cancel your tour more than 60 days before the start date, you will forfeit your deposit.
- If you cancel between 30 and 60 days before the start date, you will forfeit 50% of the total tour cost.
- If you cancel less than 30 days before the start date, you will forfeit 100% of the total tour cost.

Client initials _____

ASSUMPTION OF RISKS:

I am aware that the Activities and rental of Equipment, and the transportation to and from the Activities involve risks, dangers and hazards including, but not limited to: motor vehicle collisions; changing and inclement weather conditions including storms, high wind and lightning; collision with rocks, trees, logs, deadfall, boating other vessels, people or motor vehicles; equipment failure; negligence of other persons; encounters with domestic or wild animals and **NEGLIGENCE ON THE PART THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT AND MY PARTICIPATION IN THE ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, THE TRANSPORTATION TO AND FROM THE ACTIVITIES AND THE RENTAL OF ALL EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Client initials _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Releasees allowing me to participate in the Activities, and permitting my use of their equipment, vehicles or any other facility, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE** the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect involvement in the Activities or of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT BREACH OF WARRANTY OR BREACH OF ANY STATUTORY DUTY OF CARE INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT R.S.A.2000, c.O-4** in respect of the design, manufacture, selection, installation, maintenance, inspection, adjustment, service or repair of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment or participation in the Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and Representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of the province of Alberta.
6. **PHOTO RELEASE:** That any photographs or other recordings taken by Askiwa Motorcycle Tours Ltd. may, without any requirement of payment or further consent by me, be used by Askiwa Motorcycle Tours Ltd., for any purpose, including for promotional or advertising purposes.

Client initials _____

I CONFIRM I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I AGREE TO ABIDE BY ALL SAFETY INSTRUCTIONS PROVIDED TO ME BY MY GUIDE AND WEAR A PERSONAL FLOATATION DEVICE AT ALL TIMES. I CONFIRM I AM 18 YEARS OR OLDER AND IF NOT WILL HAVE A PARENT OR GUARDIAN SIGN THIS WAIVER AND RELEASE OF CLAIMS.

Date today: _____

Signature of Client: _____

Signature of guardian (if participant is under 18): _____