

LIABILITY WAIVER AND RELEASE

Each individual (**Participant**, also referred to as I or me) participating in the activity or event known as organized motorcycle rides and events (Activity), which is organized or operated by Whisky Throttle Adventures/Front Range Dual Sport Riders (Company) or its affiliates or subsidiaries, must read and sign this Liability Waiver and Release (**Agreement**). In consideration for being allowed to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree on this _____ day of _____, 20____ as follows:

1. **Voluntary Participation.** I understand that my participation in the Activity is strictly voluntary and entirely at my own risk. I acknowledge that my consent to the terms set forth in this Agreement is material inducement for Company to allow me to participate in the Activity, and Company would not do so in the absence of my consent as evidenced by my signature below.
2. **Risk of Personal Injury.** I am aware of the risks associated with participating in the Activity, which may include, but are not limited to, accident, physical or psychological injury, pain, suffering, illness, disfigurement, dismemberment, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location. Nonetheless, I assume all risks, either known or unknown to me, of my participation in the Activity. Moreover, I assume all risks for personal injury from such Activity, including but not limited to injury to myself and any passengers.
3. **Waiver and Release.** On behalf of myself and my successors, assigns, heirs, devisees, estate, and executors (collectively, Successors), and to the fullest extent permitted by law, I unconditionally and forever release, waive, covenant not to sue, agree to hold harmless, and discharge Company and its affiliates and subsidiaries, along with each of their officers, directors, employees, agents, contractors, ride leaders, organizers, and event planners (collectively, Released Parties), from all claims, judgments, costs, damages, losses, expenses, and liabilities, whether arising under a theory of contract, warranty, negligence, strict liability, product liability, or any other theory, relating to any claim I may have now or in the future with respect to any death, disability, personal injury, property damage, property theft, pecuniary or other loss, damage, cost, or expense, including reasonable attorney's fees (collectively, Damages), that may be suffered by me or any third party as a result of the Activity or in connection with my acceptance of, participation in, or inability to participate in the Activity, even if the Damages are caused solely by the recklessness, negligence, or fault of one or more Released Parties (collectively, Released Claims).

I specifically understand that Company and Released Parties are not insurers of my conduct, and I agree that this Agreement will prevent me and my Successors from bringing a lawsuit, claim, or other action against Company and Released Parties and from recovering any money damages, or other legal relief from Company and Released Parties in connection with any claims for Damages related to the Released Claims.

4. **Consent to Medical Treatment.** I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illnesses during my participation in the Activity. I agree to pay for all

costs related to medical response, treatment, and transport on my behalf. I further warrant and represent that I have health, accident, and life insurance (**Insurance**) adequate for my needs and that the Insurance provides coverage with respect to participation in the Activity.

5. **Damage Caused by Participant and Indemnification.** If any damage to equipment or facilities where the Activity occurs is a result of my willful actions, neglect, or recklessness, I agree to be held liable for all costs associated with the damage. I agree to indemnify and hold harmless Company from and against any and all injuries, claims, losses, expenses, costs, judgments, demands, causes of action, including court costs and attorney's fees, suffered or incurred arising from my participation in the Activity.
6. **Group Rules.** Company has Group Rules, which I agree and acknowledge are hereby incorporated into this Release. I agree to follow and perform in accordance with such Group Rules.
7. **Dispute Resolution.** Any and all issues and disputes arising from or relating to this Agreement, which cannot be resolved through good faith negotiations between the parties, shall be resolved by Mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Such Mediation settlement will be binding upon both parties agreeing to such settlement in writing. If Mediation does not resolve such issue or dispute, the parties may pursue further legal action.
8. **General Conditions.** This Agreement should be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any court of law finds any provision of this Agreement to be unenforceable in any respect, it is my intention and understanding that the court will nonetheless enforce this Agreement to the maximum legal extent. To the extent permitted by applicable law, I waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Company or Released Parties under this Agreement. This Agreement is governed by the laws of Colorado, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at County of Larimer Colorado, with respect to any Released Claims, and I agree not to commence or prosecute any claim in any other court or jurisdiction.
9. **Acceptance by Participant.** I affirm that I am freely signing this Agreement as an acceptance of the terms and conditions of this Agreement. I certify that I have read this Agreement, that I fully understand its content, and that this Agreement cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**THIS IS A FULL AND COMPLETE LIABILITY RELEASE.
PLEASE READ CAREFULLY BEFORE SIGNING.**

PARTICIPANT:

Signature of Participant: _____

Print name of Participant: _____

Date: _____