

**RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

Location \_\_\_\_\_

Date \_\_\_\_\_

IN CONSIDERATOIN (a) of being permitted to lease rent or (b) partake in trail rides with **Dualsportrentals**, each of the under signed, for himself/herself, his/hers personal reперsentesives, guardian, heirs and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such restricted area, and will continuously thereafter, inspect the restricted areas which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise **Dualsportrentals** staff of such and will leave the restricted area and/or refuse to participate further in any trail ride or motorcycle rental.

2. Hereby Release Waves, Discharges and Covenants Not to Sue **Dualsportrentals**, it’s partners, affiliate and related companies from all liability to the undersigned, his personal representatives, parents or legal guardians, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property, or resulting in death, to the undersigned arise out of or related to the rental of motorcycles and or trail rides, whether caused in whole or part by the sole or concurrent negligence or strict liability or fault of the releasee or otherwise.

3. Hereby agree to indemnify and save and hold harmless the releasee from any loss, liability, damage or cost they may incur arising out of or related to the rental of motorcycles or trail rides. Whether caused by the sole or concurrent negligence, strict liability, or fault of the releasee or otherwise.

4. Hereby assumes full responsibility for any risk or bodily injury, death or property damage arising out of or related to the rental of motorcycles or trail rides, whether caused by the sole or concurrent negligence of releasees or otherwise

5. Hereby acknowledges that the activities of the motorcycle rentals and trail rides are dangerous and involve the risk of serious injury and or death and or property damage. Each of the undersigned also expressly acknowledges the injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.

6. Hereby agrees that this release and waiver of liability and Assumption of Risk, extends to all acts of negligence or wrongful doing by the relesees. This includes negligent rescue operations and is indented to be as broad and inclusive as is permitted by laws of the province or state in which motorcycle rental and trail ride is conducted, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND THE ASSUMPTION OF RISK. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURENCE, OR GUARENTEE 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**

**(CAUTION: READ BEFORE SIGNING)**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Sign name

\_\_\_\_\_  
Witness