

You will be asked to sign this waiver in  
our presence prior to leaving on a tour.

**Ibex Motorsports, LTD DBA Canyon Vista Motorcycle Tours**

**RELEASE, WAIVER OF LIABILITY, PROMISE NOT TO SUE AND ASSUMPTION OF RISK AGREEMENT**

By signing this Agreement, I certify that I have fully read and completely understand the following:

1. IBEX Motorsports, Ltd. (IBEX), is a Pennsylvania corporation and operates a motorcycle tour business under the name Canyon Vista Motorcycle Tours (CVMT). Neither IBEX nor CVMT have any liability insurance coverage. The only insurance coverage available to me is my personal insurance.

2. I know that riding a motorcycle is an activity which can result in death or bodily injury. I understand that, even if I am riding my motorcycle safely, I may suffer death or bodily injury caused by events and circumstance beyond my control, including the negligence of others. I understand that any injuries which I receive may be increased by negligent rescue operations or procedures performed by or on behalf of CVMT. I am fully knowledgeable concerning the dangers and hazards associated with riding a motorcycling, and I voluntarily agree to assume those risks.

3. I am legally licensed and competent to safely ride my motorcycle. I understand that I am solely responsible for my personal safety and the safe operation of my motorcycle, and I will ride only at a speed and in conditions which I have determined to be safe and within the limits of my motorcycle riding skills and abilities.

4. I have no physical or mental impairment which might affect my safety or the safety of the others with whom I will be riding. I am not presently under the influence of alcohol or any other drug which might impair my understanding or judgment, and I will not ride my motorcycle while under the influence of alcohol or any other drug. I am at least eighteen years of age.

5. The decision to wear a helmet and appropriate protective gear is solely my own choice. I understand that wearing a helmet and protective gear may prevent my death, or may prevent or lessen the severity of personal injuries. I know that I am solely responsible for compliance with all state and municipal laws, including helmet and traffic laws. I have sufficient skill and experience to ride safely in a variety of weather conditions and on a variety of roads. I am comfortable riding with a group.

6. I will ride my motorcycle only if it is inspected and insured as required by law. I will ride my motorcycle only if it is in good and safe operating condition, and I am solely responsible for determining the condition and safety of my motorcycle. I understand that CVMT is not responsible for road and riding conditions and weather.

7. I understand that CVMT and IBEX are not responsible for loss of or damage to any of my personal property, including my motorcycle. This applies even if my motorcycle is being trailered.

8. I hereby release, waive and discharge CVMT, Ibex, and their owners, employees, agents, independent contractors, rescue persons, and their successors, assigns, personal representatives and heirs (all of whom are called the Releasees) from any and all claims for death, personal injury, property damage or any economic loss. I further agree and promise not to bring suit against the Releasees for any claim for death, bodily injury, property damage or any economic loss. I specifically release, waive and discharge the Releasees from all claims for losses or damages which result, in whole or in part, from the negligence of Releasees. This release, waiver, discharge and promise not to sue is legally binding on me as well as my spouse, my heirs, and the personal representative of my estate.

9. If any suit for death, bodily injury, property damage or any economic loss is brought by me or by my spouse, my heirs, or the personal representative of my estate against any person or entity, and if any of the Releasees are named as defendants, additional defendants, or otherwise joined as defendants in that suit, then I agree that I or my estate will defend (including attorney's fees and expenses) and fully indemnify the Releasees.

10. I assume full legal responsibility for any and all risks of death, bodily injury, property damage and economic loss that might occur on the tour, whether these are caused by myself, other riders, rescue persons, other third parties, or the negligence of the Releasees themselves.

11. I understand that photographs and video recordings of me may be taken during my tour, and I authorize CVMT to use them for advertising and publicity purposes.

11. I agree that the terms of this Agreement are intended to be as broad and inclusive as allowed by the laws of the Commonwealth of Pennsylvania. If any part of this Agreement is held invalid, I agree that the rest of this Agreement will remain in full force and effect.

12. I have read and fully understand this Agreement, and I know that by signing it I have given up important legal rights. I acknowledge receiving a copy of this Agreement.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SIGNIFICANT LEGAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY, AND WITHOUT ANY INDUCEMENT, PROMISE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name Printed \_\_\_\_\_ Signature \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date Signed \_\_\_\_\_