

**AGREEMENT AND ASSUMPTION OF RISK-HOLD HARMLESS CLAUSE**  
**PROMISE NOT TO SUE AND RELEASE**

Whereas, Latitude 33 Adventures Tours, LLC (hereinafter LAT33) is a California corporation which plans, promotes, and hosts motorcycle and/or motorsport non-race events, including but not limited to events in foreign countries; and

Whereas, said events may be composed of up to three hundred (300) or more participants at any given time; and

Whereas, the activities offered during these events involve the use of motorcycles and/or other motorsports vehicles on public and non-public roads, trails and cross-country tracks, by participants and others, including members of the general public; and

Whereas, such use possesses certain inherent dangers for the persons and property of the individuals participating in the said activity; and

Whereas, LAT33 is holding the 2021 Warrior Ride (hereinafter "Event") in California; and

Whereas, LAT33 may, in its sole discretion, designate assistants (hereinafter "Crew") to assist with the production, execution and logistics of the aforementioned events; and

Whereas, individuals wishing to participate in the aforementioned events are hereinafter referred to as Rider(s); and

Whereas, Rider(s) will have paid a fee to LAT33 to compensate it for the aforementioned event; and

Whereas, in consideration of participating in the aforementioned event to be furnished pursuant hereto, Rider(s) desires to and do hold harmless LAT33 and or its Crew and ownership of LAT33 and release LAT33 and its Crew and its ownership from any claims which may arise in connection with participating in such events and further desire to and do promise not to sue;

**I. AGREEMENT AND ASSUMPTION OF RISK**

Now, therefore, it is understood and agreed that this agreement and assumption of risk, and the following promise not to sue, and release are each and all part of the consideration flowing from the Rider to LAT33, its Crew and its ownership, jointly and severally, for the privilege of participating in said events and without which said participation would not be allowed; and

Rider hereby agrees to abide by and follow any and all instructions given, or rules established by LAT33 and its crew at all times during the course of the event; and

Rider hereby acknowledges and agrees that he/she is aware of the fact and assumes all risks, that there will be other participants and member of the general public present at all times during said event, and Rider assumes any and all risks of injury, damage or death, and releases LAT33 and Crew from any claim for personal injury, death or property damage in connection with Riders participation in said event and exposure to, including but not limited to, motorcycles, other vehicles, dangerous objects/obstacles in the path of his/her vehicle, extreme weather, civil unrest, narco-terrorism, virus outbreak, infectious disease, violent crime or any other risk associated with participation in aforementioned event, regardless of Rider's experience or ability.

Rider hereby acknowledges participation in the aforementioned event and motorcycle riding is inherently hazardous. Rider also acknowledges conditions may become dangerous, and conditions may deteriorate and become more dangerous during participation in the aforementioned event. Rider hereby agrees to be solely responsible for any liability or expenses he/she may incur, including, but not limited to: all costs associated with medical emergencies, emergency evacuation (whether medical or otherwise), non-emergency medical care, search and rescue, vehicle recovery, personal property recovery and any and all liability incurred while operating a vehicle on public or private roadways. LAT33 may at its sole discretion, assist the Rider with some or all of the preceding situations however this assistance shall not cause LAT33 to assume any liability related to the medical emergency, emergency evacuation (whether medical or otherwise), non-emergency medical care, search and rescue, vehicle recovery, personal property recovery or liability incurred while operating a vehicle on public or private roadways.

LAT33 and/or Crew may, at its sole discretion and/or at the request of the rider, render first aid and/or perform limited emergency transport as deemed necessary and reasonable. In such situations it is understood that California's Health and Safety Code 1799.102 (commonly known as a 'Good Samaritan' law) applies and "no person who in good faith, and not for compensation, renders emergency medical or nonmedical care at the scene of an emergency shall be liable for any civil damages resulting from any act or omission."

Rider hereby acknowledges that he/she is aware that it is the Rider's sole responsibility to keep the motorcycle or other vehicle under control, to select proper, safe speeds for the conditions of travel and to adhere to all traffic laws. Rider understand that LAT33, cannot assume responsibility for any aspect of Rider's safety and that Rider's participation in this event, is voluntary and at the Rider's sole assessment of his/her vehicle (whether or not supplied by LAT33 or Rider), equipment, ability, the course and all facilities and conditions, assumes all risk.

Rider hereby acknowledges that he/she is aware that liability insurance is required for all motor vehicles operated during and on this event, whether on public roadways or otherwise. It is the Rider's sole responsibility to obtain and carry the necessary insurance to operate his/her vehicle. Rider also acknowledges LAT33 accepts no liability for any loss or property damage incurred while LAT33 transports Rider's vehicle for any reason. In the event Rider wishes his/her vehicle to be covered for loss or physical damage, Rider must purchase his/her own insurance policy for such coverage.

Rider expressly agrees that this Agreement and Assumption of the Risk, Hold Harmless Clause, Promise Not to Sue and Release shall be governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be effected or impaired in any way and shall continue in full legal force and effect.

Rider voluntarily assumes all risk and danger of injury or death inherent in the use of any vehicle (motorcycle or otherwise), equipment and/or gear provided to or used by said Rider or by LAT33 or its Crew.

RIDER ACKNOWLEDGES THAT THIS DOCUMENT IS A CONTRACT AND AGREES THAT IF A LAWSUIT IS FILED ON BEHALF OF RIDER OR HIS/HER SUCCESSOR(S) OR SURVIVOR(S) AGAINST LAT33 OR ITS CREW OR AGENTS FOR ANY INJURY OR DAMAGES ALLEGING BREACH OR INVALIDITY OF THIS CONTRACT, THE UNDERSIGNED WILL PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY LAT33, ITS CREW AND ITS OWNERSHIP IN DEFENDING SUCH ACTION.

DATED: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

## **II. HOLD HARMLESS CLAUSE**

Rider hereby promises and agrees and understands that he/she is participating in this event under the express condition that LAT33 and its Crew and its ownership are free from any and all liability and claims for damage by reason of ANY INJURY to any person or persons, including Rider, or property of any kind whatsoever, and to whomsoever belonging, including Rider, from any cause or causes whatsoever while engaged in the course of participating in this event offered by LAT33.

Rider hereby promises and agrees, on his/her own behalf and on behalf of his/her heirs, executors, legal representatives and assigns, as part of the compensation paid or to be paid to LAT33, for allowing the Rider to participate in said event, to indemnify and hold harmless LAT33 and its Crew and its ownership from all liability, loss, costs and obligation of any and every kind on account of or arising out of, any such injuries or losses, however occurring, during the course of participation. \_\_\_\_\_ (Please initial)

## **III. PROMISE NOT TO SUE**

Rider hereby promises and agrees on his/her own behalf and on behalf of his/her heirs, executors, legal representatives and assigns, that he/she will never institute any action or suit at law or in equity against LAT33 and/or its Crew, and/or its ownership nor institute or prosecute any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss of life, loss or injury either to person or property, or both, resulting or to result out of participating in said event.

## **IV. RELEASE**

In addition to the foregoing Agreement, Hold Harmless Clause, and Covenant Not to Sue, I \_\_\_\_\_ (print full legal name) hereby (write "release" in the follow blank to show you know what you are doing) \_\_\_\_\_ and forever discharge LAT33 and/or its Crew and/or its ownership and their successors, and assignees, and each of them, from each and every right and claim which I now have, or may hereafter have on account of any injuries, damages, to person or property, or illness that I may sustain as a result of participating in the said event, whether or not arising from the negligent acts or omissions of LAT33 and/or Crew and/or ownership.

I specifically release and forever discharge LAT33 and/or Crew and/or Ownership and their successors and assigns on account of any injuries, damages to person or property, or illness that I may sustain in connection with the use of any motorcycle (whether or not provided by LAT33 or rider), other motorsport vehicle, related motorsports equipment or gear or any other related item.

I hereby give LAT33 the right and permission to publish any photograph(s) and/or videos taken of/by me for the specific purpose of publication on their web site (www.latitude33-adventuretours.com) and/or for any marketing purpose or collateral publications. I understand the Internet is accessible to the general public and in giving said consent, I hereby release and hold harmless LAT33 from any and all responsibility or liability arising from the publication of said photographs or videos. I understand that I will receive no compensation should LAT33 use my photograph(s) and/or videos. LAT33 has full authority as to which photographs and/or videos they choose to publish and is not required nor obligated to use any photograph or video I may submit.

Rider expressly WAIVES and RELINQUISHES all rights and benefits afforded by Section 1542 of the Civil Code of the State of California. Rider does so understanding and acknowledging the significance and consequence of the waiver of rights and benefits under Section 1542, which states as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her's settlement with the debtor.*

Notwithstanding the provisions of Section 1542 and for the purpose of implementing a full and complete release, Rider expressly acknowledges that this Agreement is intended to and does waive and relinquish all claims, even those which Rider does not know or suspect to exist in Rider's favor as of the time of signing this Agreement.

IT IS MY INTENTION by signing this contract to forever bar me and my successors or survivors from suing LAT33 and/or its Crew and/or its ownership and to release LAT33 and its Crew and its ownership as to injuries or damages, to person or property, loss of life, and illnesses, rights or claims, whether mentioned herein or not and whether known to me or not.

The following items are to be filled in by the Rider in his/her own handwriting after having read the entire document, including what follows hereafter:

- Have you read this contract from beginning to end? \_\_\_\_\_(write Yes or No)
- Do you know what you are signing? \_\_\_\_\_(write Yes or No)
- Are you aware that you are signing?
  - Agreement and Assumption of Risk: and \_\_\_\_\_(write Yes or No)
  - Hold Harmless Clause; and \_\_\_\_\_(write Yes or No)
  - Promise Not to Sue; and \_\_\_\_\_(write Yes or No)
  - Release? \_\_\_\_\_(write Yes or No)

Do you make each and all of the above statements, and, do you intend that the parties with whom you are agreeing, holding harmless, promising not to sue, and releasing, and each of them, jointly and severally, shall rely only on the statements herein as the truth?  
\_\_\_\_\_(write Yes or No)

Do you know that signing this contract will prevent you from instituting any suit, or asserting any claim, or right you may have for damages, now or in the future, as a result of participating in the said event from (start date) \_\_\_\_\_ to (finish date) \_\_\_\_\_?  
\_\_\_\_\_(write Yes or No)

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

I ACKNOWLEDGE THAT THIS DOCUMENT IS A CONTRACT AND AGREE THAT IF A LAWSUIT IS FILED ON BEHALF OF ME OR MY SUCCESSOR(S) OR SURVIVOR(S) AGAINST LAT33 AND/OR ITS CREW AND/OR ITS OWNERSHIP AND/OR RELATED AGENTS FOR ANY INJURY OR DAMAGES ALLEGING BREACH OF OR INVALIDATING THIS CONTRACT, THE UNDERSIGNED WILL PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY LAT33 AND ITS CREW AND ITS OWNERSHIP IN DEFENDING SUCH ACTION.

Dated: \_\_\_\_\_ Print Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

**Certificate of Witnesses**

We, the undersigned do hereby certify the Agreement, Hold Harmless Clause, Promise Not to Sue, and Release which is set forth above was executed in our presence, and that said Rider acknowledged that he/she fully understood the contents of the document, and that he/she executed the same as his/her free act and deed in exchange for the privilege of participating in the aforementioned event offered by LAT33 between (start date) \_\_\_\_\_ to (end date) \_\_\_\_\_.

WITNESS our hands' on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Witness #1**

Print Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**Witness #2**

Print Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_