



## AYRES ADVENTURES LIMITED RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (“Release”) is executed and effective as of the date set forth below, by the undersigned acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf (“Participant”) in favor, and for the benefit, of Ayres Adventures Limited (AA) and its past, present and future shareholders, directors, officers, employees and agents (collectively with AA, the “Released Parties”).

### **Recitals:**

- A. Participant desires to participate in a motorcycle touring event (the “Tour”) being conducted by AA.
- B. As a condition precedent to AA permitting Participant to participate in the Tour, AA requires that Participant execute and deliver this Release.

### Agreements:

For and in consideration of AA permitting Participant to participate in the Tour, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Participant, Participant hereby agrees as follows:

1. **Dangerous Activity.** Participant expressly acknowledges and agrees that the activities of the Tour are dangerous and involve the risk of serious injury and/or death and/or property damage and the Participant expressly assumes such risk.
2. **Release.** Participant unconditionally and irrevocably releases, waives and discharges each of the Released Parties from any and all claims, demands, causes of action, obligations, suits, damages and liabilities for (i) death, personal injury, partial or permanent disability, property damage or loss and medical or hospital bills and (ii) theft, loss, damage or delay in delivering baggage or other personal property of Participant, that arises or results from or is otherwise related to Participant’s participation in the Tour (collectively, the “Claims”). Participant expressly agrees that the foregoing includes Claims that may arise from the negligence of a Released Party, another participant in the Tour or other persons and that the foregoing is intended to be as broad and inclusive as is permitted by applicable law.
3. **Covenant Not to Sue.** Participant covenants and agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any Released Party any action or other proceeding based upon any Claims.
4. **Governing Law.** These terms and conditions shall be governed by the internal laws (exclusive of the choice of law provisions thereof) of Gibraltar as to all matters. Any action between the parties hereto shall only be brought in a court in Gibraltar and not in any other jurisdiction and the prevailing party shall be entitled to recover from the non-prevailing party its reasonable fees and costs.
5. **Entire Agreement.** This Release is the entire agreement between Participant and the Released AA Parties concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding unless reduced to writing and signed by Participant and AA.

6. Invalid Provisions. If any provision of this Release is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release, and the remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Tour: \_\_\_\_\_

Participants: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_