



**WAIVER AND RELEASE OF LIABILITY FORM**

Emmaus MotoTours, LLC Activity/Event: \_\_\_\_\_ Date(s): \_\_\_\_\_

I understand that riding a motorcycle is subject to both foreseeable and unforeseeable risks and dangers. I further understand that operating a motorcycle is an activity that may involve a test of a person’s physical and mental limits and contains considerable risk of injury or illness, including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, or other ailments that could cause serious disability, possible death and property damage and loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, or actions of other people. I certify that I am physically fit, that there are no health-related reasons or problems which preclude my participation in this activity or event, that I have not been advised to not participate by a qualified medical professional and that I have sufficiently prepared or trained for participation in the activity or event. I agree that I will wear a helmet in states where it is required by state law and in those states where helmet use is optional.

“RELEASEES” means: Emmaus MotoTours, LLC, 1042 Mountain Glen Way, Carol Stream, IL 60188 and/or their directors, officers, employees, volunteers, representatives and agents; and the Activity/Event holders, sponsors and/or volunteers.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY/EVENT, including by way of example and not limitation, any risks that may arise in whole or in part from active or passive negligence or carelessness on the part of the RELEASEES, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I acknowledge that this Waiver and Release of Liability Form will be used by the RELEASEES in the Activity/Event in which I may participate, and that it will govern my actions and responsibilities at said Activity/Event. In consideration of my application and permitting me to participate in this Activity/Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) I WAIVE, RELEASE, AND DISCHARGE RELEASEES from any and all liability, claims, demands, rights and causes of action of whatever kind, including but not limited to, liability arising from the negligence or fault or other conduct of the RELEASEES, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, including my traveling to and from this Activity/Event; (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE RELEASEES from any and all liabilities or claims made as a result of participation in this Activity/Event, whether caused by the negligence of RELEASEES or otherwise. I acknowledge that I am solely responsible through insurance or otherwise for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in the Activity/Event. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE CAREFULLY READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Print Participant’s Name Age Signature Date Participant cell phone \_\_\_\_\_  
Email \_\_\_\_\_  
Emergency contact person and phone # \_\_\_\_\_  
(if under 18 years old, Parent or Guardian must also sign)

**PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

The undersigned parent or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the Activity/Event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or legal guardian further agrees to save and hold harmless and indemnify each and all of the RELEASEES from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said RELEASEES because of any defect in or lack of such capacity to so act and release said RELEASEES on behalf of the minor and the parents or legal guardian.

Parent/Guardian print name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_