

Alaska Rider Tours

Motorcycle Tour Agreement and Release

Client's Name and Address:

Client's Telephone Number:

Motorcycle:

Operator's License No.:

Alaska Rider Tours (hereinafter ART) agrees to provide the above-named Client with a _____ day guided motorcycle tour in the State of Alaska. Point of origin and return shall be Anchorage, Alaska, and the tour will depart on _____.

The specific tour booked by the Client is: _____

The terms and conditions governing this Agreement are as follows:

A. Cost of Tour:

The total cost of the tour booked by Client shall be \$ _____. Payment in full must be made on or before 60 days prior to starting date of the tour. This total cost is based on the length of the tour, and if the tour is terminated earlier that anticipated by ART due to factors beyond our control, a pro-rated refund of payment shall be made based on the number of days cancelled. No refund shall be made for premature termination by Client.

B. Deposits:

Before ART can accept a committed booking, Client must tender a deposit of \$1,000. This deposit is non-refundable upon cancellation by Client. Client may, however, arrange for a substitution by another individual who is willing to assume client's booking, and in such cases the rental deposit shall be transferable to the substituted individual. In addition, on or before the day of departure Client shall pay a damage deposit of \$1,000. This deposit shall be held by ART until completion of the tour as security for any damages to the motorcycle caused by Client's negligence. At the end of the tour, this deposit shall be refunded in full if the motorcycle is undamaged, or if damages exist but are less than the deposit amount a portion may be refunded. The damage deposit shall be applied to any damage to equipment caused by Client's negligence, but this shall not be construed as limiting Client's liability for damage to the deposit amount.

C. Expenses of Tour:

Allocation of the expenses of the tour between ART and the Client shall be as follows:

Bed and Breakfast Tours: Included in the price of the tour are basic motorcycle, support vehicle, guides, lodgings, breakfast, lunch and dinner.

Camping Tours: Included in the price of the tour are basic motorcycle, support vehicle, guides, and any camping fees. All meals are included in the tour price. However, any miscellaneous expenses will be borne by the Client.

D. Equipment:

ART will provide each Client with a motorcycle of appropriate size for the Client's use during the tour. While each motorcycle receives routine maintenance and is inspected for proper operation before each tour, Client accepts full responsibility for personally inspecting the motorcycle for proper functioning both before the tour and before each day of use. Further, the Client must demonstrate familiarity with safe use of the motorcycle before being allowed to participate in any tour. Client understands that no person who cannot demonstrate such familiarity may participate in any ART tour, and that every Client must possess a valid motorcycle operator's license. Clients shall provide their own helmets, and appropriate protective clothing (including footwear). Client expressly agrees to wear a properly fitted helmet and appropriate protective clothing at all times during motorcycle operation, and understands that refusal to do so will be grounds for immediate termination of the Client's participation if the tour.

E Release of Claims & Indemnification:

By signing this Agreement, Client acknowledges awareness of the dangers inherently associated with the operation of motorcycles. Being mindful of this, Client releases Alaska Rider Tours (ART) from any and all claims of liability for loss or damage, including personal injury or death, whether or not caused by Client's negligence, incurred during the tour. This release specifically includes, but is not limited to, any and all claims for bodily injury, death, pain and suffering, loss of employment, loss of consortium by any member of Client's family, pecuniary losses incurred due to any such bodily injury or death, emotional distress, or any loss to Client's personal property incurred during the tour. Further, Client agrees to indemnify and hold ART harmless for any claim of liability for loss or damage to any third parties, where such claim arises from losses or damage causes or allegedly caused by the motorcycle itself while under the operation or control of Client. Said promise of indemnification shall include each and every type of claimed loss or damage described elsewhere in this paragraph, whether consisting of personal injury, death, or property loss. Client agrees to pay any costs incurred by ART as a result of said third party claims, including but not limited to attorney's fees, fines, and judgments. This release and indemnification agreement binds not only the Client with regard to any claims arising from Client's participation in tour activities, but also binds the Client's spouse, heirs, legal representatives and assigns. Further, this release and indemnification agreement shall continue indefinitely after the completion of the tour. The consideration for this release and indemnification agreement is the permission given to the client to participate in the tour and to operate ART's motorcycle.

Weather Conditions:

Alaska has been aptly named "The Last Frontier," and weather conditions can be highly unpredictable. In general inclement weather will not cause cancellation of tours, and Clients should carry appropriate gear for travel in rainy or chilly conditions, Clients should be aware, however, that ART will cancel or terminate any tour if extreme weather conditions appear to render the tour unsafe. The decision to cancel or terminate any tour due to extreme weather or natural disaster will be at ART's sole discretion. Should such cancellation or termination prove necessary, ART's sole liability to the Client shall be a full or partial refund of the tour price in proportion to the number of days cancelled. ART shall not bear responsibility for Client's travel expenses or other losses if cancellation is rendered necessary due to circumstances beyond our control.

Interpretation:

This agreement shall be interpreted in accordance with the laws of the State of Alaska, and Client agrees to the sole jurisdiction of Alaska state courts over any dispute or claim hereunder. If any portion of this Agreement shall be found invalid or unenforceable, that portion shall be severable and shall not affect the validity of the remainder.

Client's signature: _____ Date: _____

Thanks for choosing Alaska Rider Tours!

We will do everything possible to make your tour a memorable experience.

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