

## MOTORCYCLE RENTAL RELEASE OF LIABILITY

I, the undersigned, on my behalf and on behalf of my heirs, personal representatives, successors, and assigns (collectively "heirs and assigns"), in consideration of the rental of a motorcycle from and/or the permission to ride a motorcycle (the motorcycle) furnished by National Motorcycle Training (the rental operator), RELEASE AND DISCHARGE the rental operator and each of the rental operators respective affiliates, subsidiaries, officers, directors, employees, dealers, distributors, and agents (the "released parties") from

ANY AND ALL CLAIMS DEMANDS, RIGHTS, AND CAUSES OF ACTION ("CLAIMS") OF ANY KIND WHATSOEVER WHICH I OR ANY OF MY HEIRS AND ASSIGNS NOW HAVE OF LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF MY RENTAL OR ANY USE BY ANY PERSON OF THE MOTORCYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE MOTORCYCLE OR THE CONDITIONS UNDER WHICH THE MOTORCYCLE IS USED.

I acknowledge and understand that this release EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS I or any of my heirs and assigns have or may have against the released parties arising out of my rental or any use by any person of the motorcycle, including without limitation all such claims resulting from the NEGLIGENCE of any released party or arising from STRICT PRODUCT LIABILITY or resulting from any BREACH OF ANY EXPRESS OR IMPLIED WARRANTY by any released party, and regardless of whether such claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated, foreseen or unforeseen, or arise by operation of law or otherwise.

I acknowledge and understand that by signing this release I and my heirs and assigns AGREE NOT TO SUE any or all of the released parties for any injury or death to myself, my property, any other person or such person's property resulting from or arising out of my rental or any use by any person of the motorcycle.

I acknowledge and have been advised of and agree to waive on my behalf and on behalf of my heirs and assigns, and fully understand the effect of such waiver, all benefits flowing from any CA statute or the statute of any other state which would otherwise limit the scope of this release, including but not limited to Section 1542 of the California Civil Code, which provides: "A general release does not extend to the claims which (a person) does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the released parties."

By signing this release, I certify that I have read this release and fully understand it, that I am not relying on any statements or representations of any of the released parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this release.

The extent that the scope of this release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this release enforceable in such jurisdiction. (page edited 06.02.11)