

Beta USA, Inc
Beaver Creek Cycle
Demo Ride Acknowledgment and
Assumption of Risk and Waiver Liability

I acknowledge that by signing this document, I am assuming risks and agreeing to indemnify, not to sue, and release from liability Beta USA, Inc, Beaver Creek Cycle and their respective agents, insurers, employees, volunteers, members, partners, spouses, officers, directors, shareholders, managers and affiliates (collectively "releasees"), and that I am giving up substantial legal rights. This release is a contract with legal and binding consequences and it applies to all activities associated with or relating to Beta, USA, Inc. regardless whether or not listed herein. I have read it carefully before signing, and I understand what it means and what I am agreeing to by signing.

I acknowledge that riding a motorcycle is an inherently dangerous activity and fully realize the dangers of participating in this activity and full assume the risks associated with such participation including, by way of example, and not limitation, risks caused by terrain, facilities, temperature, weather; conditions of rider's equipment; vehicular traffic; actions of other people, including, but not limited to organizers, participants, volunteers, spectators, and agents; the danger of collision with other persons, vehicles, and fixed or moving objects; the dangers associated with equipment failure, inadequate safety equipment, use of equipment or materials provided by Releasees; **the Releasees' own negligence;** and the possibility of serious physical and/or mental trauma or injury, disease, sprains, fractures, partial or total paralysis, disability, or death. These risks and dangers may be caused by the negligence of the Releasees; the negligence of others, including other participants, and may arise from foreseeable or unforeseeable causes. For myself, my heirs, executors, distributees, guardians, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"), **I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue,** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this activity, and their respective agents, officials, and employees **from any and all rights and claims, including claims arising from the Releasees' own negligence to the maximum extent permitted by law,** which I have or which my hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in the Demo Ride.

I agree it is my responsibility to be familiar with the weather, the course conditions, the course of travel, the Releasees' rules, the applicable landowners' rules, if any, and I agree to comply with all such rules and regulations.

I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the Demo Ride Program. I acknowledge that this assumption of risk and

waiver will be used by the Demo Ride Program holders, sponsors and organizers and that it will cover my actions and responsibilities at said Demo Ride Program. I certify that I am not under the influence of any narcotic, alcohol, or other drug that may impair my understanding or judgment and that I will not at any time during the Demo Ride Program operate my motorcycle under the influence of any narcotic, alcohol, or drug. I certify that I have fully adequate insurance to cover all medical claims, the motorcycle, and any other equipment, and any damage or liability I may be ultimately found responsible for, and that I am licensed and competent to operate a motorcycle in a safe manner, and my license has all motorcycle endorsements or certificate required by my state of residence.

I certify that I will wear the personal protective equipment while operating my motorcycle at this Demo Ride Program that is or may be required for my safe participation and that my motorcycle and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers and understand that my privilege to ride may be removed if I am in violation of the rules set forth for acting/performing in an unsafe manner.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, that claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification.

I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the activity.

Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Demo Ride Program. I agree to pay for any and all costs related to medical response, treatment, and transport on my behalf.

I have examined the Beta motorcycle, I have been given a full review of the Beta motorcycles functions, and had an opportunity to ask questions regarding the operation of or riding the Beta motorcycle. I am satisfied that the motorcycle is in good operating condition and that I fully understand how to operate and ride on the motorized vehicle.

I attest that I am eighteen (18) years of age or older (or that if I am younger, my parents or legal guardian have executed this waiver below), and that I am physically fit and

sufficiently trained to participate in the Demo Ride Program and all activities associated therewith and my participation in the Demo Ride Program is voluntary.

I hereby certify that I have carefully read this acknowledgement and assumption of risk and waiver of liability and fully understand each and every provision therein. My signature below indicates that I fully understand and agree to the contents of this document.

Print Name of Rider

Age

Signature of Rider

Date

Consent and release of Parent or Legal Guardian

I am the Parent or Legal Guardian of _____(Child). My Child is fit for the activity, and I consent to my Child's participation in the Demo Ride Program. **I have read and understand the above contract.** In consideration of allowing my Child to participate, I consent to the contract and agree that **its terms shall likewise bind me, my Child,** and our heirs, legal representatives and assignees. **I hereby release and shall defend, indemnify and hold harmless the Releasees from every claim and any liability** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the activity, **whether caused by the negligence of the Releasees or others to the maximum extent permitted by law. I promise not to sue Releasees** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activity.

I hereby certify that I have carefully read this acknowledgement and assumption of risk and waiver of liability and fully understand each and every provision therein. My check of the box below and typing of my Child's name and my name indicates that I fully understand and agree to the contents of this document.

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date