

Back Road Motorcycle Adventures, LLC

Registration Information

Registration: This may be done via either e-mail using MC/VISA/AMEX/ Discover for \$300.00 or payment in full received by BACK ROAD MOTORCYCLE ADVENTURES no later than ten (10) days before ride you wish to participate in, or by mailing a cashier's check with the completed registration form.

You may also register by calling BRMA at 805-440-8691 and asking us to mail you a registration form or registering via telephone. Major credit card payment or \$300.00 cashier's check or payment in full must be received within seven (7) days of registration by telephone or fourteen (14) days of registration via U.S. Postal service.

Mail to: Back Road Motorcycle Adventures, LLC
P.O. Box 5016.
San Luis Obispo Ca 93403.
e-mail – BackRoadMA@aol.com

Adventure Terms and Conditions – Release of Liability

I have read and agree to the terms and conditions that follow below:

Adventure reservations and payment terms: a deposit of \$300.00 per person is required within seven (7) days of receipt of your signed reservation form to confirm your participation in the adventure. Your final payment is due no later than Thirty (30) days prior to departure of ride. BACK ROAD MOTORCYCLE ADVENTURES, LLC reserves all rights to cancel your booking and apply cancellation charges indicated herein should payment not be received within the specified period. All payments must be made in U.S. dollars.

Cancellation and Refund policy: All cancellations must be received in writing. When you cancel your adventure, charges will be assessed as follows:

Departure Date of Ride	Administrative Charge
1). 90 days or more-----	\$150.00
2). 89-60 days-----	\$300.00
3). 60 days or less-----	Full amount of Adventure

No refund can be made for any accommodations, excursions or portions of the ride that you do not participate in, regardless of reason.

Motorcycles: All brands and types are welcome however, motorcycles used on ride must be street legal with the capability of at least 150 miles per tank of gasoline.

Responsibilities: BACK ROAD MOTORCYCLE ADVENTURES, LLC believes it is our responsibility to properly arrange and conduct your adventure. However, BRMA shall not be held responsible for and shall accept no liability of any claims, losses, damages, costs, or expenses arising out of:

- a) Personal injury, sickness, disease, accident or death, however caused, including without limitations, while engaged on, or by reason of, any BRMA ride whether due to ownership, maintenance, use, operation or control of any motorcycle, automobile, vehicle, hotel, common carrier, or any other conveyance used in the adventure;
- b) Loss or damage of baggage or other property unless resulting from BRMA negligence in which case BRMA liability shall be limited to the actual loss but in no event would exceed the total adventure cost;
- c) Failure, delays or other irregularities, acts or omissions and loss resulting from occurring during a BRMA ride due to actions of hoteliers, carriers and other independent suppliers, or due to government action, weather, mechanical breakdown, equipment failure, labor disputes, sickness, acts of war, insurrection, terrorism, Acts of God, or any others causes beyond BRMA's direct control.

BACK ROAD MOTORCYCLE ADVENTURES, LLC reserves the right to cancel or change any ride in accordance with operating requirements or circumstances. Should cancellation or change of adventure prove necessary, BRMA will offer you the choice of an alternative adventure date or a full refund. BRMA is not responsible for any other travel arrangements affected due to cancellation or changes.

California law requires the use of motorcycle safety helmets at all times. BRMA expressly prohibits the participants of the adventure from consuming any alcohol or the taking of any illegal drugs while operating any motorcycle. Anyone found to have consumed alcohol or illegal drugs immediately prior to, or during the course of, any of the day's rides will be prohibited from riding the remainder of the adventure. BRMA reserves the right to decline to accept or retain any person as a ride participant at any time.

BACK ROAD MOTORCYCLE ADVENTURES, LLC, under no circumstances, can be held responsible for rain, snow or other weather conditions, nor can any ride participation be canceled or amended by you at any time on the basis of weather condition mentioned.

If your motorcycle becomes inoperable due to mechanical failure, and said mechanical failure cannot be resolved quickly, adventure itinerary will be provided to assist with

continued participation in an attempt to rejoin the group. BRMA will not be liable for tour interruptions, missed reservations or other expenses incurred as a result of any motorcycle breakdown.

If cost factors, including but not limited to, hotels, entry fees, etc. dictate the need for fare increases, BRMA may do so at any time prior to 60 days before adventure departure.

BACK ROAD MOTORCYCLE ADVENTURES, LLC reserves the right to correct printing or calculation errors at any time.

Waiver Agreement: My payment of a deposit and my signature on this form constitutes my acceptance and understanding of the terms, conditions, and information contained herein. I further understand and accept that the BACK ROAD MOTORCYCLE ADVENTURES, LLC ride and its activities involve risk of personal injury or death and damage to or loss of property. In consideration of the benefits to be derived from my participation in this adventure, I hereby accept all risks of personal injury and property damage arising from my participation in this adventure and I hereby agree that I, my dependants, heirs, executors, and assigns do release and hold harmless BACK ROAD MOTORCYCLE ADVENTURES, LLC and its employees, owners, directors, trustees, and representatives from any and all claims, including claims of illness, bodily harm, death or property damage or loss, however caused, arising from or related to this Back Road Motorcycle Adventure ride. Further, by signing this form I certify that I do not have any physical, mental, or other conditions or disabilities that would create a hazard for me or any other ride participant. I also certify that if as an operator I am in possession of a current and valid state required motorcycle operator's license and insurance. I understand that I will wear a safety helmet and other protective gear if required by law. I have carefully read these terms and conditions and this waiver agreement, and I agree to abide by BACK ROAD MOTORCYCLE ADVENTURES, LLC terms, policies, and conditions as stated herein or elsewhere by BACK ROAD MOTORCYCLE ADVENTURES, LLC.

By initialing or you could say signing this arbitration provision, the Rider and BACK ROAD MOTORCYCLE ADVENTURES, LLC are agreeing to have any and all disputes that arise out of or relate to this contract, including but not limited to claims of negligence or otherwise out of or relating to touring services, food services etc. provided by BACK ROAD MOTORCYCLE ADVENTURES, LLC to Rider, decided only by binding arbitration in accordance with the rules of the American Arbitration Association and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Rider and BRMA shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05.

In agreeing to this arbitration provision, BRMA AND RIDER ARE SPECIFICALLY GIVING UP:

- (I) ALL RIGHTS BRMA AND RIDER MAY POSSESS TO HAVE SUCH DISPUTES DECIDED IN A COURT OR JURY TRIAL; AND,
- (II) ALL JUDICIAL RIGHTS, INCLUDING THE RIGHT TO APPEAL FROM THE DECISION OF THE ARBITRATOR(S)

IF EITHER BRMA OR RIDER SHOULD REFUSE TO SUBMIT TO ARBITRATION, EITHER BRMA OR RIDER MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. BRMA AND RIDER ACKNOWLEDGE THE ABOVE, AND THAT THIS MUTUAL AGREEMENT FOR BINDING ARBITRATION IS VOLUNTARY.

By signing below Rider confirms that Rider has read and understands this provision and voluntarily agrees to binding arbitration. In doing so, Rider voluntarily gives up important constitutional rights to trial by judge or jury, as well as rights to appeal. Rider is advised that Rider has the right to have independent counsel review this arbitration provision, and this entire agreement, prior to signing this provision or agreement.

Signature _____ Date _____