



## RideMaxim - Ride to Adventure Agreement and Release

Today's Date: \_\_\_\_\_

Rider's Name and Address: \_\_\_\_\_

Rider's Telephone Number: \_\_\_\_\_

Rider's email Address: \_\_\_\_\_

Motorcycle: \_\_\_\_\_

Motorcycle Mileage \_\_\_\_\_

Operator's License No. \_\_\_\_\_

The RideMaxim, Ride to Adventure (hereinafter RideMaxim) agrees to include the above-named Rider in the RideMaxim Ride to Adventure program. The program will consist of a list of predetermined rides, events or activities from which a rider can choose to complete. The rider will be responsible for all records and ride documentation. Maxim Honda will be the final arbiter concerning rides, points or prizes. All decisions are final.

The terms and conditions governing this Agreement are as follows:

**A Release of Claims & Indemnification:**

By signing this Agreement, Rider acknowledges awareness of the dangers inherently associated with the operation of motorcycles. Being mindful of this, Rider releases RideMaxim, Maxim Honda and all partners and developers of the Ride Maxim Ride to Adventure program from any and all claims of liability for loss or damage, including personal injury or death, whether or not caused by Rider's negligence, incurred during the RideMaxim, Ride to Adventure. 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 Rider's family, pecuniary losses incurred due to any such bodily injury or death, emotional distress, or any loss to Rider's personal property incurred during the RideMaxim, Ride to Adventure. Further, The Rider agrees to indemnify and hold Maxim Honda and the RideMaxim Ride to Adventure program 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 Rider. 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. Rider agrees to pay any costs incurred by Maxim Honda 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 Rider with regard to any claims arising from Rider's participation in the RideMaxim Ride to Adventure activities, but also binds the Rider's spouse, heirs, legal representatives and assigns. Further, this release and indemnification agreement shall continue indefinitely after the completion of the RideMaxim Ride to Adventure. The consideration for this release and indemnification agreement is the permission given to the Rider to participate in the RideMaxim Ride to Adventure program.

**Interpretation:**

This agreement shall be interpreted in accordance with the laws of the State of Texas, and Rider agrees to the sole jurisdiction of Texas 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.

Rider's signature: \_\_\_\_\_ Date: \_\_\_\_\_