



# RIDE CHINA MOTORCYCLE TOURS



**The Rider, and Rider's Passenger if applicable, agrees as follows:**

## **A. Release, Waiver & Indemnity**

Rider and Rider's Passenger, if applicable, expressly acknowledge and agree that operating a motorcycle is dangerous and involves risk of serious bodily injury or death and property damages, and rent the motorcycle only on their own assessment of their own abilities.

In consideration of being permitted to operate and ride said motorcycle, Rider and Rider's passenger, if applicable, do for themselves, their heirs, executors, administrators, and assigns, hereby release and forever discharge Ride China, Ride China's stockholders and Ride China's agents, employees and assigns of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident which may occur or any activities in the operation of the motorcycle whether by negligence or otherwise. Rider and Rider's passenger, if applicable, agree to indemnify Ride China against all claims, losses, causes of actions, and expenses, including legal expenses, arising from the use, maintenance and operation of the rented motorcycle and for the duration of the tour. Rider, if applicable, agrees to pay full amount due to Ride China on any claim arising from his/her usage of the rented motorcycle.

Ride China reserves the right to substitute the rented motorcycle confirmed to Rider. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, delay in manufacture fleet delivery, mechanical failure, collision damage and theft. Should Ride China not be able to provide confirmed motorcycle, a similar or better model will be provided to Rider. This constitutes the maximum liability of Ride China.

## **B. Operation of Motorcycle**

When operating or riding on the rented motorcycle, Rider and Rider's passenger, if applicable, agree to wear appropriate safety and protective attire. Rider agrees to obey all ordinances, rules, regulations and laws where said motorcycle is being operated. Rider specifically agrees not to consume alcoholic beverages or any illegal substances prior to or during the operation of said motorcycle. Rider further agrees not to operate said motorcycle if prescribed substances used by Rider in any manner affect Rider's ability to operate said motorcycle. Rider agrees to operate said motorcycle only in China.

## **C. Return of Motorcycle**

In the event Rider returns the rented motorcycle before the time or date set forth in the "Rental Period and Amount". Rider agrees that Ride China have no duty to refund any sums to Rider.

Rider agrees to return the rented motorcycle to Ride China's place of business at the time and date set forth in the "Rental Period and Amount". And Rider agrees to pay to Ride China any late charge.

Late Charge: 1-3 hours (30% of day rate), 3-6 hours (50% of day rate), 6 and later hours (100% day rate)

## **D. Fueling of Rented Motorcycle**

Rider promises to return rented motorcycle to Ride China with a full tank of fuel.

## **E. Care of Rented Motorcycle**

Rider agrees to check the level of the engine oil and check the tire pressure as instructed regularly. Rider agrees, when the rented motorcycle is not in use, to always use available factory ignition and steering mechanism lock(s).

## **F. Covenants of Rider**

Rider specifically covenants that all information previously supplied to Ride China, plus all information contained herein, is accurate and true to the best of Rider's knowledge. Rider and Rider's passenger, if applicable, have read, signed, understand and agree to be bound by all of the terms and conditions of this Rental Agreement and agree that this is the complete Agreement and that no oral representation or statements apart from this written have been made. Further, if suit is brought to enforce any of the terms of this Agreement, Rider agrees to pay Ride China's reasonable attorney's fees and costs if Ride China should prevail.

Signature of Rider and Passenger: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_