

EAST COAST ADVENTURE TOURS, LLC - TOUR AGREEMENT AND LIABILITY RELEASE

This Tour Agreement and Liability Release (“Agreement and Release”) made this ____ day of _____, 20__ by and among East Coast Adventure Tours, LLC (“ECAT”) and _____ and _____ (“Rider/Passenger”) sets forth the terms and conditions pursuant to which ECAT provides services to Rider/Passenger in connection with a motorcycle adventure tour as further described herein and on the ECAT website (“Tour”) conducted by ECAT and by their signature below, Rider/Passenger agrees to be bound by this Agreement and Release. This Agreement and Release affects Rider/Passenger rights to sue ECAT so please be sure to carefully read this Agreement and Release so that you understand your rights and obligations and our rights and obligations. This Agreement and Release must be signed by the Rider/Passenger as a condition precedent to participation on the Tour.

A. TOUR

Rider/Passenger has selected the Tour and Tour dates by completing the Tour registration form on the ECAT website: eastcoastadventuretours.com. Rider/Passenger represent and warrant that all information provided on the Tour registration form is true, correct, current and complete. A Tour payment must be paid in order to reserve and secure a position on the Tour 21 days in advance of tour date.

The level of difficulty associated with participation in a Tour may vary depending on the specific elements outlined in the Tour description, including the itinerary and any additional conditions. Tours are offered for leisure purposes only and are not intended to be competitive activities.

The route, and other elements of the Tour will be organized and communicated prior to departure. However, ECAT reserves the right to discretionarily modify your Tour due to bad weather, dangerous conditions, unavailability of hotels, lodging or other amenities or any other reason ECAT deems necessary in its sole and absolute discretion.

All Tours will include the following:

1. Tour guide(s)
2. Lodging for any overnights during the Tour
3. Breakfast, dinner and snacks for each day of the Tour except dinner on the last day of the Tour
4. Helmet to Helmet communication for each Rider/Passenger to communicate with other riders and the tour guide(s)
5. Personal protective equipment including boots, pants, jackets, helmets, eye protection and gloves.

Tours do not include:

1. Air or ground transportation to Tour commencement location.

B. RESERVATIONS AND PAYMENTS

Full payment is required to secure your reservation must accompany your reservation to hold your position on the Tour. All prices are in US dollars. We accept credit / debit card payments for all final payments. Final payment for all trips must be made in full to ECAT at least 21 days prior to the commencement date of the Tour. Reservations will be canceled if final payment is not received by the due date and cancellation charges may apply. Tour prices stated are per person.

C. CANCELLATION

1. Cancellation by Rider/Passenger

If Rider/Passenger wishes to cancel a Tour that Rider/Passenger has registered for, Rider/Passenger must notify ECAT by e-mail at eastcoastadventuretours@gmail.com at least fourteen (14) days prior to the commencement of the Tour to ECAT in order to receive a refund of any fees paid to ECAT.

2. Cancellation by ECAT

Failure of the Rider/Passenger to comply with any of the terms of this Agreement and Release and/or to timely pay any fees due shall entitle ECAT to suspend (until full payment is made) or cancel your registration and any services to be provided by ECAT under this Agreement and Release.

In addition, ECAT may cancel a Tour:

a) In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond ECAT control, and when safe, and smooth tour operation according to the itinerary specified in the Tour has become impossible, or there is a valid reason to believe that the Tour cannot continue.

b) When the minimum number of participants as stipulated by ECAT has not been met. In such cases, ECAT shall notify the Rider/Passenger of Tour cancellation at least SEVEN (7) days prior to the scheduled commencement of the Tour.

When a Tour is cancelled by the ECAT, the Rider/Passenger may elect either (i) a full refund of all fees and deposits paid to ECAT or (ii) an alternative Tour offered by the ECAT. If the alternative Tour selected by the Rider/Passenger is of a lower value than the Tour originally booked, then the Rider/Passenger shall receive a refund of the price difference. If the alternative Tour selected by the Rider/Passenger is of a higher value than that originally registered by Rider/Passenger, then Rider/Passenger will be charged and must pay the difference prior to the scheduled commencement of the alternative Tour.

Whatever reason for cancellation, ECAT shall not be liable for any damages or any kind, and Rider/Passenger hereby waives and relinquishes any and all such claims, demands, actions or causes of action against ECAT therefor.

D. INHERENT RISK OF MOTORCYCLE TOURING

Rider/Passenger hereby represents and acknowledges that Rider/Passenger are fully knowledgeable of the danger and hazards associated with riding motorcycles, including the possibility of incurring severe personal injury, major property damage and even death. Rider of the motorcycle hereby represents that Rider is validly and currently licensed to operate a motorcycle and possesses the abilities and skills necessary to operate a motorcycle in a safe and cautious manner, regardless of riding conditions. If Rider/Passenger use their own motorcycle to participate on the Tour, Rider/Passenger shall provide proof of insurance to EACT prior to participation on the Tour that Rider/Passenger has insurance coverage that complies with applicable law relating to automobile/motorcycle insurance minimum coverage requirements for bodily injury, death, and property damage.

Rider/Passenger, our respective dependents, heirs, personal representatives and assigns hereby release and hold harmless ECAT, subcontractors of ECAT, and any staff members of ECAT against any and all claims, causes of action, or any other liability of any kind arising from Rider/Passenger's participation in the Tour. Rider/Passenger know of no physical or mental impairment that may affect their safety or the safety of others.

E. SAFETY

Rider/Passenger will be responsible for compliance with all federal, state and local laws, including those regarding use of helmets and other safety equipment. Rider/Passenger will comply with all ECAT safety requirements and all instructions of ECAT and contractors of ECAT. Rider/Passenger acknowledges and agrees that we are required by ECAT to wear a helmet, gloves, boots and eye protection regardless of applicable law. Further, Rider/Passenger certifies and warrants to ECAT that Rider/Passenger will not operate a motorcycle under the influence of alcohol, narcotics, or other substances which may impair my ability to operate a motorcycle safely. Rider/Passenger acknowledges and agrees that the Rider/Passenger's Tour may be canceled, without refund or credit of any kind if Rider/Passenger is found to be operating a motorcycle or other vehicle while under the influence of such substances.

E. DISCLAIMER

ECAT are not responsible for third parties used in connection with Tours, nor any liability for claims, damages, expenses or other financial loss to persons or property and Rider/Passenger hereby waives and relinquishes any claims, demands, actions or causes of action against ECAT therefor. ECAT shall not be responsible for, and shall not accept liability for any claims, damages, losses, costs or expenses; and Rider/Passenger hereby waives and relinquishes any claims, demands, actions or causes of action against ECAT arising from:

1. Personal injury, disease, sickness, or death, however caused, while engaged on or by reason of your participation on any ECAT Tour whether due to maintenance, use, operation or control of any motorcycle, vehicle, hotel, or common carrier used in conjunction with a Tour.
2. Loss or damage to luggage or other property. We recommend you purchase travel insurance covering loss, damage or theft of luggage and personal belongings.

3. Delay, failure or loss resulting during a ECAT Tour due to the actions of hotel operators, airlines, common carriers, other third party suppliers, or due to government action, mechanical breakdown, weather, labor disputes, terrorism, acts of war, acts of God, or any other causes beyond ECAT's direct control.

F. PERSONAL SAFETY EQUIPMENT

ECAT will provide a Rider/Passenger registered for a Tour personal protective equipment (helmet, boots, pants, jackets, helmets, eye protection and gloves) (collectively "Personal Protective Equipment") for a Tour if the Rider/Passenger does not have Protective Equipment acceptable to ECAT for use on a Tour. All Riders/Passengers must be 18 years old. Rider/Passengers needing ECAT Personal Protective Equipment for a Tour must confirm such election by marking such election(s) as follows:

ECAT Personal Protective Equipment needed: ☐

Use of ECAT Personal Protective Equipment is subject to all terms and conditions set forth in this Agreement and Release (including the release of claims) and the following:

1. ECAT reserves the right in its sole and absolute discretion to immediately terminate the rental and Rider/Passenger participation in the Tour if Rider/Passenger fails or refuses to use all of the Personal Protective Equipment at all times that a motorcycle is being operated or used by Rider/Passenger.

2. Rider/Passenger shall return Personal Protective Equipment to the designated return area in the same condition as it was when given to Rider/Passenger, excepting ordinary wear and tear. Rider/Passenger shall be responsible for any damage caused to the Personal Protective Equipment. Rider/Passenger shall be responsible to pay for all such damages when billed by ECAT to Rider/Passenger, including reasonable attorney's fees.

G. RELEASE, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

Rider/Passenger's participation in a Tour and as a renter of Personal Protective Equipment is voluntary and subjects Rider/Passenger to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to Rider/Passenger's property and further that Rider/Passenger's participation in a Tour and as a renter of Personal Protective Equipment involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses that may result not only from Rider/Passenger's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the roads/trails, equipment, including a rented GPS unit, or vehicles and that Rider/Passenger may be exposed to a variety of unique riding conditions, including: excessively curvy, tight, and technical mountain roads, the possibility of sand, gravel, or debris on the pavement, off-road sections that involve unpredictable terrain, and potentially various forms of precipitation and other riding conditions that Rider/Passenger has not traveled before, and have no prior knowledge of, including risks not known or reasonably foreseeable (collectively, "Risks").

We, Rider/Passenger, have considered the Risks involved, and I voluntarily and freely choose to assume all Risks. Accordingly, Rider/Passenger agrees that for valuable consideration, including but not limited to Rider/Passenger being permitted to participate in the Tour and in recognition of the ECAT's reliance thereon, the receipt and sufficiency of which are hereby acknowledged, Rider/Passenger does hereby remise, release, and forever discharge the ECAT and the ECAT's members, officers, agents, contractors of ECAT, servants, successors (collectively "Releasees"), of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Rider/Passenger ever had, now has, or which Rider/Passenger's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement and Release; the Risks; out of the use (misuse, or abuse) of Personal Protective Equipment; or in any way arising out of the relationship between Rider/Passenger and Releasees. Rider/Passenger hereby assume full responsibility for any risk of bodily injury or property damage related to my use of Personal Protective Equipment and participation in any activity related to the thereto, including but not limited to Rider/Passenger's participation in a Tour, whether foreseen or unforeseen. The foregoing waiver and release does not extend to claims for gross negligence, intentional misconduct, or any other actions that applicable law does not permit to be released by agreement.

Rider/Passenger hereby acknowledges that Rider/Passenger's Waiver and Release of Liability, Assumption of Risk and Indemnity as set forth herein extends to all acts of the Releasees, and is intended to be as broad and inclusive as permitted by the laws of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

H. INDEMNIFICATION

For good and valuable consideration, including but not limited to Rider/Passenger being permitted to participate in the Tour and in recognition of the ECAT's reliance thereon, the receipt and sufficiency of which are hereby acknowledged, Rider/Passenger hereby expressly agrees to indemnify and hold harmless the Releasees against all suits, actions, claims, demands, or damages that arise out of Rider/Passenger use, misuse or abuse of the Personal Protective Equipment and Rider/Passenger's participation in a Tour.

I. REPRESENTATIONS.

Rider/Passenger represents and warrants to ECAT that Rider/Passenger are both over 18 years of age and that Rider has a valid driver's license with a valid motorcycle endorsement. Rider/Passenger further represent and warrant to ECAT that Rider/Passenger are both in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to drive or ride a Motorcycle or otherwise participate in the Activity. I have never been refused automobile insurance coverage or had special conditions imposed. **If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.**

J. COVENANTS.

Rider/Passenger covenant and agree to (i) follow any and all instructions, recommendations, and cautions of ECAT at all times during the Tour, including, without limitation, in respect of my operation of any motorcycle or vehicle at the Tour or other participation in the Tour; (ii) comply with all applicable laws while participating in the Tour and will operate all motorcycles and vehicles at the Tour in a safe manner and will observe all traffic laws; (iii) not operate or be a passenger on any motorcycle during the Tour while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which could impair Rider/Passenger's ability to operate or ride on a motorcycle.

K. APPLICABLE LAW

The laws of the State of North Carolina shall govern this relationship. Any claims against ECAT must be brought in the Federal or State Courts located in the State of North Carolina, to the exclusion of the Courts of any other state and country.

L. PUBLICITY.

I hereby grant ECAT, without limitation, the right to use my name and likeness in connection with the Tour for any publicity connected to ECAT, including but not limited to advertising and promoting ECAT without further compensation or permission.

M. ENTIRE AGREEMENT; AMENDMENT.

This Agreement and Release (including any additional documents and forms which Rider/Passenger, electronically or otherwise, in connection with Tour registration are incorporated into and constitute a part of this Agreement) contains the entire agreement between Rider/Passenger and ECAT and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by Rider/Passenger and ECAT.

N. SEVERABILITY; CONSTRUCTION.

Any term or provision of this Agreement and Release which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person or entity intended to be benefited by such provision or any other provisions of this Agreement and Release. The words "including," "include" and "includes" are not exclusive and shall be deemed to be followed by the words "without limitation".

O. WAIVER.

This Agreement and Release or any of its provisions may not be waived except in writing. The failure of ECAT to enforce any right arising under this Agreement and Release on one (1) or more occasions shall not operate as a waiver of that or any other right on that or any other occasion.

P. ELECTRONIC SIGNATURES.

Rider/Passenger's electronic signature or electronic mail transmission of the signature page of this Agreement and shall be binding and enforceable and be deemed delivered as of the date of transmission.

BY SIGNING, WE, RIDER/PASSENGER, ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ECAT. WE, RIDER/PASSENGER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT WE AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING, AND HAVE SIGNED THIS AGREEMENT AND RELEASE (FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO US.

RIDER:

Signature

Printed Name

Date

PASSENGER:

Signature

Printed Name

Date