

# RELEASE AND WAIVER OF LIABILITY

## (Independent motorcycle renter)

The present declaration of Release and Waiver of Liability, hereinafter the "Release" shall be valid within the Republic of Chile or abroad and shall be effective as from the date set forth in the particular conditions of this agreement. It is deemed to include the undersigned acting in my personal capacity and my representatives, executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might be entitled to claim or sue on my behalf, hereafter the "Renter" in favor, and for the benefit, of South America Motorbike Tours Limited and its past, present and future shareholders, directors, officers, employees and agents, also referred to as "The Company".

It is evidenced hereby that the Renter, of legal age, will take part in a motorcycle rental/touring event as authorized driver or additional driver or companion, hereafter "the trip", The renter will take part of the trip independently, upon a predetermined route previously approved by the Company. As a condition precedent to the Company permitting Participant to join the tour, South America Motorbike Tours Limitada requires that Participant execute and delivers this Release and Waiver of Liability, by means of which he acknowledges and accepts the following:

**1) Discipline and Conduct:** The Renter shall observe strictly due discipline during the event and shall strictly follow all and each one of the indications of the organizing personnel. To drive the rental vehicle under the effects of alcohol, drugs or other narcotics is strictly prohibited.

The Renter shall strictly comply with Transit Regulations within Chilean and international territory .

1)The Company will be able at any time to exclude the Renter from the trip, due to an infringement of the rules set by the Company, who shall have no liability for this decision.

Any medical condition that requires the daily ingestion of some medicine that could affect the ability to drive shall be declared by the Renter in the particular conditions of the agreement.

**2) High Risk Activity.** The Renter expressly declares that has decided to participate in the trip at his own risk and responsibility, and acknowledges that the activities involved in the Trip are dangerous and involve the risk of serious injury and/or death.

**3) Release.** The Renter unconditionally and irrevocably releases the Company and/or its past, present or future shareholders, partners, directors, managers and workers of all criminal, administrative or civil liability as well as any other type of liability resulting from accidents or other causes related to the trip. The Renter waives all actions for objective liability or of any other type including but not limited to action for damages, claim for reimbursement of payment of the tour, moral and punitive damages, seeking directly or indirectly to declare or constitute the liability of the Company, committing hereby not to institute, initiate or file any action or lawsuit, claim or demand for: (i) death, personal injury, partial or permanent disability, property damage or loss and medical or hospital expenses and (ii) theft, larceny, loss, damage or delay in delivering baggage or other personal property of Participant, that arises or results from or is otherwise related to Participant's participation in the Tour (iii) Delays, changes in the trip itinerary or cancellation of the tour due to political, climatic, or similar causes in the destiny country that prevent the continuation of tour.

Participant irrevocably covenants and agrees not to initiate or commence legal actions due to fault or negligence of other participants of the trip, and commence legal actions against the Company or

any person or entity involved in the organization, sponsorship or collaboration of the event, hereby waiving any liability for losses, damages, injuries or disturbances which may affect him, as consequence of his participation in the trip included death.

This release and waiver of liability shall have the maximum extent permitted by law.

**South America Motorbike Tours Ltda.**

**Client's Signature:** \_\_\_\_\_

\_\_\_\_\_

**Client's Name:** \_\_\_\_\_

**ID./Passport:** \_\_\_\_\_

**Additional Driver's Signature:** \_\_\_\_\_

**Companion's Signature:** \_\_\_\_\_

**Additional Driver's Name:** \_\_\_\_\_

**Companion's Name:** \_\_\_\_\_

**ID./Passport:** \_\_\_\_\_

**ID./Passport:** \_\_\_\_\_