

EXOTICLOOPS MOTORCYCLE TOURS

EVENT REGISTRATION/RELEASE FORM

MOTORCYCLE ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

TO: Exoticloops Motorcycle Tours, and its subsidiaries, affiliates, and related companies including, but not limited to, Exoticloops Motorcycle Tours, and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, sponsors, representatives, owners, insurers, successors, and assigns (individually and collectively, "EXOTICLOOPS")

"Activities" means the activities and services that Exoticloops will be providing, arranging, or organizing on my behalf depending on my chosen itinerary.

These may include:

- participation in an adventure travel tour
- motorcycle driving
- motorcycle riding as pillion
- canyoneering
- caving
- cycling
- horse riding and other equine activities
- mountain biking
- parasailing
- rock/rope climbing
- rappelling
- zip lining
- scuba diving
- helicopter activities
- white water rafting
- travel in local motorized boats (bangkas)/jet boats/speed boats
- sailing
- trekking
- mountaineering
- surfing, kitesurfing
- travel in public and private transportation (including to and from tour areas)

"Event" means _____ during the Event Period;

"Event Period" means the inclusive period from _____ or such longer or shorter period as Exoticloops may notify to the Rider(s), Pillion(s);

"Motorbike" means motorcycle that will be provided, arranged or organized by Exoticloops on your behalf

"Own-Motorbike" means motorcycle that will be provided, arranged or organized by the Rider or Pillion

"Pillion" means the participant of the Event carried on motorcycle by the Rider;

"Rider" means the participant of the Event;

"Self-Driven" means the Rider(s) and Pillion(s) participate in the Event without being physically guided by Exoticloops during the Event;

As consideration for being allowed to participate in the Event described below I agree:

1. I acknowledge that Activities associated with this Event are potentially hazardous activities which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. I am aware also that the physical exertion required to participate in the certain Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I am further aware that the Activities involve many risks, dangers and hazards which may include but are not limited to:

- terrain;
- facilities;
- changing weather conditions;
- interactions or encounters with wildlife;
- motorcycle or other equipment malfunctions;
- negligence of other participants or guides;
- negligence on the part of the Exoticloops, including failure to safeguard or protect from the risks or dangers of the Activities
- collisions with vehicles, equipment, or structures;
- travel to remote areas without access to medical facilities or treatment;
- becoming lost or separated from guides or other participants, and the failure to remain within designated areas;
- actions of other people including, but not limited to Exoticloops.

These risks are not only inherent to Rider(s), but are also present for Pillion(s), spectators and volunteers and all other participants of the Event. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.

2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the Event and I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities. I further acknowledge that this Accident Waiver and Release of Liability form will be used by Exoticloops, in which I may participate and that it will govern my actions and responsibilities at said Events. If I use, consume, or am under the influence of alcohol, any narcotic or other drugs prior to or while engaging in the Activities, I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY, VEHICLE DAMAGE, AND LOSS, even in the Event of negligence or fault by Exoticloops or third parties, and will indemnify Exoticloops from any and all liability for any damage to property, vehicle or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of any narcotic, other drugs or alcohol. I have fully adequate insurance to cover all medical claims, the motorcycle and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Event, all time during the Event Period, the period between the end of the Event and my return to my final destination. I further certify that I am licensed and competent to operate a motorcycle in a safe manner and my license has all motorcycle endorsements or certificates required by Republic of the Philippines.
3. I hereby consent to receive medical treatment, which may be deemed advisable in the Event of injury, accident and/or illnesses during the Event. I agree to pay for any and all costs related to medical response, treatment, transport, and equipment rescue on my behalf.
4. I certify I will wear the protective equipment while participating in certain Activities associated at the Event that is or may be required by Republic of the Philippines and/or any local governmental authorities in which my participation occurs. I also certify that I check the motorcycle and/or all required protective equipment are in safe operational condition each time before entering into certain Activities during the Event Period. I agree to abide by the directions/rules given by Exoticloops in the

Event and understand that my privilege to participate or/and ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the Event.

5. I certify I will follow the itinerary/route/gps data/Activity provided, arranged or organized by Exoticloops during the Self-Driven Event and I agree to pay for all expenses caused by becoming lost, late or separated other participants and failure to remain within designated areas or failure to follow the itinerary of this Event. Including, but not limited to lodging, rebooking, food, beverages, gasoline, rescue fee and any other costs or expense I may incur) intending that Exoticloops shall be totally free of such costs and expense.
6. I agree to pay for all expenses caused by becoming lost or separated from guides or other participants, and the failure to remain within designated areas in the Event (including, but not limited to lodging, rebooking, food, beverages, gasoline, rescue fee and any other costs or expense I may incur) intending that Exoticloops shall be totally free of such costs and expense.
7. I certify that I solely responsible and agree to pay for all damage to or loss or theft of the "Motorbike", caused by collision, weather, vandalism, theft, road conditions and acts of nature, during all travel to the point of my entry into the Event, during the Event Period, the period between the end of the Event and the final return location of the "Motorbike", intending that Exoticloops shall be totally free of such costs and expense. I further certify that I return the "Motorbike" to the specified location, on the date and time specified in this agreement, and in the same condition that I received it. I agree to report all accidents or incidents of theft or vandalism of the "Motorbike" to Exoticloops and the police as soon as reasonably possible.
8. I agree to pay for all expenses in case I participate in the Event with "Own-Motorbike"(including, but not limited to gasoline, oil, repairs and maintenance and any other costs or expense I may incur) intending that Exoticloops shall be totally free of such costs and expense.
9. **As additional consideration for being allowed to participate in the Event described in this document, I hereby assign to Exoticloops any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of anyone that participates in or comes in contact with participants in the Event. This assignment is intended by all parties to be a full and complete assignment of any claim I have against Exoticloops, or may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that Exoticloops shall be liability free with regard to anything in any way connected with the Event.**
10. I hereby release Exoticloops from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

11. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of Exoticloops allowing me to participate in the Activities during this Event I agree:

- A. In the Event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS I have or may have in the future against EXOTICLOOPS and to RELEASE EXOTICLOOPS from any and all liability;
- B. TO HOLD HARMLESS AND INDEMNIFY EXOTICLOOPS from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities;
- C. Any litigation involving the parties to this Agreement shall be brought solely within the Republic of the Philippines and shall be within the exclusive jurisdiction of the Republic of the Philippines.
- D. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the Event of my death or incapacity.

E. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Republic of the Philippines and no other jurisdiction.

I HEREBY CERTIFY THAT I HAVE READ ALL THE FIVE PAGES OF THIS WAIVER, RELEASE AND ASSIGNMENT OF CLAIMS, AGREEMENT IN ITS ENTIRETY. I FULLY UNDERSTAND IT, AGREE TO ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Full Signature: _____

(Signature also indicates the agreement to Terms and Conditions)

Printed Name: _____

CAVIN CAIFFIN

Date: _____

30/09/2024

"Motorbike" pickup location and date: _____

EL NIDO

28/11/2024

Deposit paid: _____

Sign: _____

"Motorbike" return location and date: _____

EL NIDO

6/12/2024

Deposit paid back: _____

Sign: _____

Email: _____

giargi22@gmail.com

Cell: _____

+61 0414873474

Emergency Contact: _____

MALCIE OAKLY +61 0457319793

Riding Skill (1to5): _____

3/5

FOR PARTICIPANTS OF MINORITY AGE: I hereby certify that I, parent/guardian with legal responsibility for this participant of minority age, do consent and agree to his/her release of all Exoticloops, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify Exoticloops for any and all liabilities incident to this participant of minority age's participation in the Activities.

Full Signature _____

Parent/Guardian printed name _____

Date _____