



ETHOS - Spirit of the Community

Add: 79 Nguyen Chi Thanh, Sapa, Lao Cai

Tel: +84 36 689 2536

Email: ethosadventuressapa@gmail.com

Website: <http://www.ethosspirit.com/>

MOTORCYCLE RELEASE FORM

This Release (hereinafter called the "Release"), is executed this _____ day of _____, _____, by and between, **ETHOS - Spirit of Community, Sapa, Lao Cai Province** (hereinafter referred to as "ETHOS"), and the following customer:

Name: _____ Country: _____, bearing passport no. _____, and having their address at _____ (hereinafter referred to as the "Customer").

WHEREAS: ETHOS is in the travel and leisure business and, as part of the services it provides to its customers, it runs transport, accommodation, trekking, camping, motorbiking, cycling and workshop activities;

WHEREAS: The Customer wishes to partake in one or more of the services offered by ETHOS;

WHEREAS: ETHOS is willing to enter into an arrangement with the Customer under the following specific conditions;

By participating in any ETHOS Tours, you assume all liability for yourself, accompanying minors or any property you might bring. I certify that I am fit to partake in the tour I wish to undertake. NOW THEREFORE, **ETHOS and the Customer agree as follows:**

1. I acknowledge that motorcycle riding is hazardous and may result in serious injury or death. I understand that this activity in which I am voluntarily participating has inherent risks (including death, loss of limb and permanent disability, and damage to or loss of property) that I assume. ETHOS cannot be held in any way responsible for any property damages, bodily harm, injury or death the Customer may sustain, either directly or indirectly, resulting from any tour services provided by ETHOS.
2. The Customer accepts the authority of the ETHOS guide, management and staff and follows all motorcycling rules without exception.
3. The Customer acknowledges ETHOS will not accept responsibility or liability for any Customer who contravenes any laws or regulations of Vietnam. The Customer agrees to abide by all tour requirements regarding safe and legal operation of motorcycles, no use of alcohol or drugs and agree that any violation of these requirements will result in the termination of the tour without recourse or refund.
4. The Customer understands that ETHOS may deem it advisable to amend an itinerary, and it may do so by varying or completely rerouting any tour from the scheduled itinerary. In this case, the Customer will make no objection or claim for compensation from ETHOS.
5. The Customer acknowledges the recommendation to have purchased a comprehensive travel insurance package covering medical treatment, natural disaster, personal accidents, medical evacuation, tour cancellation and damage to their personal property (including valuable items).
6. The Customer agrees ETHOS operates motorcycle tours requiring a high level of technical riding ability in remote locations often without medical facilities. The Customer agrees to assume all risks and hold ETHOS blameless on all accounts for accident or illness.
7. The Customer agrees to give permission for ETHOS to use his/her likeness in photographs, video footage or electronic images in all forms, for media, advertising, and all other lawful purposes without compensation.
8. The Customer agrees that if they cannot complete any section of the tour due to lack of riding ability, they will be turned around at the discretion of ETHOS.
9. Except in situations beyond human control, ETHOS will not be held responsible for any additional expense resulting from changes caused by ETHOS in itinerary, transportation, accommodation including costs associated with booking alternative travel arrangements including hotels, flights, bus tickets or train tickets, if the tour is delayed and does not finish according to the dates/times as detailed on the tour itinerary, or the Customer is turned around due to lack of riding ability.
10. The Customer agrees to be fully responsible for all equipment (motorcycle, helmets, protective clothing etc) provided to them by ETHOS, and for their replacement costs if their equipment is lost, misplaced or damaged.
11. The Customer hereby releases, cancels, forgives and forever discharges ETHOS, and each of its directors, officers, heirs, successors and assigns in all capacities whatsoever, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise, and the Customer does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.
12. ETHOS makes no warranty regarding conditions, safety of roadways, weather, homestays or stops, and assumes all risk that the conditions, safety of roadways, weather, homestays or stops are other than expected. The Customer understands and agrees that ETHOS is acting as an agent only to provide guidance as to routes, and to obtain meals along the route, and I hereby release and hold harmless ETHOS, its owners, staff, assigns and heirs against any and all claims, causes of action, or any other liability of any kind arising from my operation of a motorcycle, during my activity of motorcycle touring.
13. The Customer agrees to the provisions of this Release and its recitals must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, each of ETHOS and the Customer has executed this Release with one original copy as of the day, month and year first set forth above.

ETHOS - Spirit of the Community

Name: **Mai Thanh Hoa** (Director)

Signature: _____

Customer

Full name: _____

Signature: _____

Emergency Contact: _____

Insurance Company name: _____

Insurance Contact Number: _____

Insurance Policy Number: _____

Driver Licence Number: _____

International Driving Permit No: _____



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