

MOTORCYCLE PASSENGER RELEASE OF LIABILITY

I, the undersigned, on my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively “Heirs and Assigns”), in consideration of the permission granted to me to ride as a passenger on a motorcycle (the “Motorcycle”) owned by Mile High Rentals, LLC, (the “Rental Operator”), **RELEASE AND DISCHARGE** the Rental Operator, Harley-Davidson, Inc., Harley-Davidson Motor Company Group, Inc., Harley-Davidson Motor Company Operations, Inc., Harley-Davidson Motor Company, Inc., Buell Motorcycle Company and each of their respective affiliates, subsidiaries, officers, directors, employees, dealers, distributors and agents (the “Released Parties”) from **ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION (“Claims”) OF ANY KIND WHATSOEVER WHICH I OR ANY OF MY HEIRS AND ASSIGNS NOW HAVE OR LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF MY RIDING ON THE MOTORCYCLE OR ANY USE BY ANY PERSON OF THE MOTORCYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE MOTORCYCLE OR THE CONDITIONS UNDER WHICH THE MOTORCYCLE IS USED.**

I acknowledge and understand that this Release **EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS** I or any of my Heirs and Assigns have or may have against the Released Parties arising out of my riding on the Motorcycle or any use by any person of the Motorcycle, including without limitation all such Claims resulting from the **NEGLIGENCE** of any Released Party or arising from **STRICT PRODUCT LIABILITY** or resulting from any **BREACH OF ANY EXPRESS OR IMPLIED WARRANTY** by any Released Party, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated or foreseen or unforeseen or arise by operation of law or otherwise.

I acknowledge and understand that by signing this Release I and my Heirs and Assigns **AGREE NOT TO SUE** any or all of the Released Parties for any injury or death to myself, my property, any other person or such person’s property resulting from or arising out of my riding on the Motorcycle or any use by any person of the Motorcycle.

I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any Colorado statute or the statute of any other state which would otherwise limit the scope of this Release.

By signing this Release, I certify that I have read this Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this Release. I further certify that I will not ride as a passenger on the Motorcycle if I am or if the operator of the Motorcycle is under the influence of drugs, alcohol or any other substance known to impair driving ability.

To the extent that the scope of this Release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release.

THIS IS A RELEASE OF LIABILITY, READ BEFORE SIGNING

Signed _____ Date _____

Witness _____ Date _____

If passenger is under 18 years of age, the parent or legal guardian of such passenger must sign below:

I am the parent or legal guardian of the above signed person and grant my permission to such person to ride on the Motorcycle and, to the extent permitted by law, I agree to the terms of the foregoing release on behalf of such person.

Signed _____ Date _____