



**Brian Nelson**

5500 132nd Avenue NE • Spicer, MN 56288

320-894-5839

e-mail: [nelsontours@charter.net](mailto:nelsontours@charter.net) • website: [www.nelsontours.com](http://www.nelsontours.com)

**WHEREAS**, NELSON TOURS, LLC of Spicer, Minnesota, is engaged in the business of marketing and selling motorcycle trips, and

**WHEREAS**, One of the services it offers to the public for a fee is coordination of the transportation of customers and their motorcycle equipment and accessories to vacation areas in the United States, and

**WHEREAS**, The undersigned customer understands and agrees that NELSON TOURS, LLC is not a licensed guide nor does it offer guiding services to its customers in traveling, traversing and cruising on highways and roads in the United States during the time encompassed in the motorcycle tour package coordinated by NELSON TOURS, LLC and purchased by the customer, and

**WHEREAS**, NELSON TOURS, LLC agrees that it is offering these services to the undersigned customer only on the condition that the customer executes this Agreement containing a Waiver and Release,

**NOW, THEREFORE**, It agreed by the undersigned customer of NELSON TOURS, LLC as follows:

1. I recognize that there are significant elements of risk in any adventure, sport or outdoor recreational activity, and that certain risks cannot be eliminated without destroying the unique character of these activities. Some of the same elements that contribute to the unique nature of these activities can cause loss or damage, accidental injury, illness or in extreme cases severe trauma or death.
2. I will have my motorcycle in proper mechanical condition and legal to ride on streets and highways.
3. I will not consume any alcoholic beverage or illegal drugs before or during the time I am operating a motorcycle or riding as a passenger on a motorcycle
4. I am well acquainted with the motorcycle I am operating, I know its limits of power and capacity to operate in the conditions that will be encountered, and I agree that I will not operate my motorcycle or ride as a passenger on a motorcycle in a situation or in conditions beyond the capacity of the motorcycle or in violation of decals on the motorcycle, which I have read and understand.
5. I agree to be alert at all times and mindful there are other motorcycles in the same area. I will maintain an adequate distance between the motorcycle that I am operating and other motorcycles in front of and around me.
6. I agree that should I become lost, I am solely responsible for my own safety and well being.
7. I recognize and understand that I, and any rider, passenger, and/or driver on my motorcycle, will be afforded the most protection by using or wearing the appropriate gear (eye protection, gloves, D.O.T. approved helmet, leather clothing, boots, etc.).
8. Due to the high cost of securing cargo insurance to transport motorcycles — Nelson Tours, LLC does not carry cargo insurance for the transportation of motorcycles. Accordingly, I agree that I will provide Nelson Tours, LLC with a current copy of my Certificate of Insurance as evidence that I have sufficient insurance coverage for repairs to, or replacement of, my motorcycle in the event of damage or loss. I also agree to, and hereby do, waive any right to subrogation in the event of damage or loss to my motorcycle.
9. I agree to have appropriate insurance liability and physical damage and collision coverage in force at the time of said tour.

10. I agree to not operate my motorcycle above or beyond my skill level or my level of comfort and Ride Safe: ride staggered (unless narrow roads, then ride single file).
11. I will inform tour operator of any medical condition I have that could occur on or during this event, diabetes, heart condition, etc.
12. Nelson Tours LLC does not promote or offer group riding. If you choose to ride in a group you do so at your own risk. You are not obligated to ride a certain speed. The first bike in the group is not a guide nor will act as a guide. Only ride in a group if you have experience in group riding.

I agree to assume responsibility for the risks associated with motorcycling. I assume the risk of personal injury, accident, damage to my motorcycle, and illness which could result to others or myself as a result of my engaging in this recreational activity.

I agree that I have read and understand the above agreement, waiver and release and the motorcycle instructional manual (s). In consideration of the services provided by NELSON TOURS, LLC. I, for myself and on behalf of my heirs, children, and/or legal wards, administrators, personal representatives or assigns, do agree that I will defend and hold harmless NELSON TOURS, LLC, its agents, servants, employees, and any parties participating as dealers, promoters, or sponsors from any injuries or damages to myself or other persons, damage to my property, or death that may result during the time that I am operating, transporting, or otherwise handling my motorcycle or riding as a passenger on a motorcycle during the motorcycle tour or that may result during any of the related services coordinated or provided by NELSON TOURS, LLC, its agent, servants, employees, and any other parties participating as dealers, hosts, promoters, or sponsors. In further consideration of the services coordinated or provided by NELSON TOURS, LLC, I, for myself and on behalf of my heirs, children, and/or legal wards, administrators, personal representatives or assigns do agree to release, discharge, and hold harmless NELSON TOURS, LLC, its agents, servants, employees, and any other parties participating as dealers, hosts, promoters, or sponsors from liability for any injuries or damages that may occur as a result of the ordinary negligence of NELSON TOURS, LLC, its agents, servants, employees, and any other parties participating as dealers, hosts, promoters, or sponsors. I further agree for myself and on behalf of my heirs, children, and/or legal wards, administrators, personal representatives or assigns that this agreement, waiver, and release will be interpreted under and in accordance with the laws of the State of Minnesota regardless of my domicile or residency and that the only court in which an action or suit may be brought in connection with the foregoing shall be the Court of original jurisdiction of the State of Minnesota.

THE UNDERSIGNED HAS CAREFULLY READ THE MOTORCYCLE INSTRUCTIONAL MANUAL (S) AND THIS AGREEMENT, WAIVER AND RELEASE AND UNDERSTANDS THAT IT CONTAINS A RELEASE OF LIABILITY. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT THE UNDERSIGNED IS RESPONSIBLE FOR THE MOTORCYCLE AND OTHERS USING THE MOTORCYCLE . THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS SIGNED THIS WAIVER AND RELEASE OF THE UNDERSIGNED'S OWN FREE WILL.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NELSON TOURS LLC

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Participant Spouse

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

IF THE CUSTOMER DOES NOT FULLY UNDERSTAND THIS AGREEMENT, WAIVER AND RELEASE, THE CUSTOMER SHOULD SEEK THE ADVICE OF HIS/HER OWN ATTORNEY.



**Brian Nelson**

5500 132nd Avenue NE • Spicer, MN 56288

Cell: 320-894-5839

E-mail: nelsontours@charter.net

I would like to reserve \_\_\_\_\_ spot(s) with Nelson Tours \_\_\_\_\_ .  
Name and Date of Tour

Enclosed is my check in the amount of \_\_\_\_\_ (\$700<sup>00</sup> deposit required per person) or full payment of \$ \_\_\_\_\_ per person. Please make check payable to Nelson Tours.

**RESERVATION FOR FIRST PERSON:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Bike Make: \_\_\_\_\_ Bike Model: \_\_\_\_\_ Year \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**RESERVATION FOR SECOND PERSON:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Bike Make: \_\_\_\_\_ Bike Model: \_\_\_\_\_ Year \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

*Mail Registration Form & Check to:*

*Nelson Tours • Brian Nelson*

*5500 132<sup>nd</sup> Ave. NE*

*Spicer, MN 56288*