

Nickel Centre Chapter #418

RIDE TO THE WALL 2017 RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

DATE: August 26, 2017

IN CONSIDERATION for being permitted to participate in the "Ride to the Wall 2017", sponsored by the Southern Cruisers Riding Club THE UNDERSIGNED PARTICIPANTS:

- 1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE The Southern Cruisers Riding Club, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event.
- 2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases and otherwise.
- 3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this event, the use of alcohol or any substance, which affects the ability to operate or control his or her vehicle, or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.
- 4. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statures, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.
- 5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to e as broad and inclusive as I permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE REALEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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