

# Dead Possums Riding Club

## MERCER COUNTY PATRIOT'S RIDE

### WAIVER

In consideration for being allowed to participate in the MERCER COUNTY PATRIOT'S RIDE ("Event" hereafter) organized and hosted by the DEAD POSSUMS RIDING CLUB ("Organizers" hereafter), I state the following:

I acknowledge the dangers and hazards associated with riding motorcycles and understand and accept that all activities related to the Event, including travel to and from the Event, could expose me to numerous and unanticipated risks which could result in personal injury, illness or death, or could result in damage to my property and/or the property of others.

I hereby: (a) waive, release and hold harmless the Organizers and organizations the Event may benefit ("Beneficiaries"), their boards of directors, officers, members, employees and/or volunteers, from any liability whatsoever, including but not limited to liability for my death, disability, personal injury, property damage, or property theft, as a result of my participation in the Event and related activities; and (b) indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my actions while participating in the Event and related activities. I further promise not to sue the Organizers and Beneficiaries, their boards of directors, officers, members, employees, and/or volunteers and agree to pay all court costs and all reasonable attorney fees that result from my action, civil or otherwise.

I agree that the terms of this Motorcycle Ride/Run Release and Waiver of Liability Agreement shall also serve as a release by my heirs, executors, administrators and by all members of my family. Additionally, this Motorcycle Ride/Run Release and Waiver of Liability Agreement shall serve as a release agreement for any family member(s), including minors, who may accompany me on the Event and/or be involved in the related activities. This provision shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I acknowledge I will be riding on public highways and am solely responsible for determining the speed and operation of my motorcycle while participating in the Event. I further understand I am solely responsible for the decision to participate in the Event and have freely chosen to participate, despite the risks associated with it. I assume all the risks associated with the Event, as well as the risks of any related activities in which I may participate.

I certify that I have motorcycle liability insurance coverage to cover me, my property, and any liabilities that may arise out of any accident and/or injury which may occur involving me or my passenger before, during or after the Event.

I certify that I am at least eighteen (18) years of age, have a valid driver's license to operate a motorcycle, and am competent to operate a motorcycle in a safe manner and that the vehicle I will be riding during the Event is in safe operating condition. I understand and agree that I must obey the helmet laws and traffic laws of the state(s) on the ride route during the Event and that it is my responsibility to know such laws. I acknowledge that the choice of wearing protective gear, when not required by law, is solely my responsibility.

I certify that I have no known physical or mental impairment that may affect my ability to operate a motorcycle or that may affect my safety or the safety of other individuals participating in the Event. I further certify that I am not under the influence of any narcotic, alcohol or other substance that may impair my judgment and that I will not at any time during the Event operate my motorcycle under the influence of any narcotic, alcohol or drug. I understand

and agree that consuming alcohol and/or other drugs while operating my motorcycle and/or other vehicle(s) associated with this Event, if discovered by the Organizers, will result in immediate termination of my participation in the Event. I agree to operate my motorcycle in a safe manner at all times and to abide by any and all instructions given by the Organizers regarding riding matters. Such instructions may include, but are not limited to, terminating my participation in the remainder of the Event or instructing me to ride in the back of the pack and/or be accompanied by an official representative of the Organizers for the remainder of the Event.

I understand that the Organizers are not responsible for any damage or loss of property, including but not limited to my motorcycle and/or personal property. I further understand and agree that the Organizers shall not be liable for any claims, actions, causes of action, injuries, damages (including indirect, special or consequential damages), loss, delays, illnesses, or expenses of any nature whatsoever suffered by me arising out of or resulting from the Event or any related activities. I understand and agree that in the event any dispute about participation in the Event or related activities arise, remedies against the Organizers will be limited to a refund of fees paid by me. As a condition of participation, I agree to waive any other damages other than a refund of fees paid to participate in the Event. I understand that pictures taken during the Event are the property of the Organizers and may be used for advertisement and/or promotion of the Event or similar events in the future whether locally or elsewhere.

I hereby release the Organizers 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. I agree that prior to signing this agreement, I have had an adequate opportunity to read and understand it, to consult with an attorney if I desire, and any and all questions have been fully answered to my satisfaction. I have read and understand the terms of this Motorcycle Ride/Run Release and Waiver of Liability Agreement. Effective as of the date signed below, I hereby agree to be bound by this Motorcycle Ride/Run Release and Waiver of Liability Agreement and the policies of the Organizers for the Event. I understand that participation in the Event is non-transferable and all deposits and fees are non-refundable except as provided for hereinabove.

RIDER'S NAME (PRINT): \_\_\_\_\_

RIDER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PASSENGER'S NAME (PRINT): \_\_\_\_\_

PASSENGER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_