

# ***RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT***

IN CONSIDERATION for being permitted to participate in various scheduled and unscheduled Motorcycle Club rides with the Chapter A, GWTA, Rogue Valley Wings THE UNDERSIGNED:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the GWTA Chapter A, Rogue Valley Wings Motorcycle Club, its members, sponsors, officers, volunteers and next of kin for any 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 releasees or otherwise while the undersigned is participating in a club sponsored or affiliated event.
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees 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 a club sponsored event and whether caused by the negligence of the releasees or otherwise.
3. **THE UNDERSIGNED RIDER AGREES** that while participating in a club event he or she will not ride while under the influence of alcohol or any substance which affects the ability to operate or control his or her vehicle.
4. **THE UNDERSIGNED RIDER AGREES** that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.
5. **THE UNDERSIGNED RIDER** agrees to wear minimum safety apparel as required by each state where the club has a presence while in that state. Rider understands and acknowledges that failure to wear proper safety apparel may result in the rider's injury or death.
6. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while participating in club events.

**EACH OF THE UNDERSIGNED** expressly acknowledges and agrees that the activities of the events are dangerous and involve the risk of serious injury and/or property damage.

**THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the 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 RELEASE 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.

**THE UNDERSIGNED ALSO AGREES TO** release the use of any photos, slides, videotapes, etc. that might contain the **UNDERSIGNED** for future use in promotional and/or informational activities as deemed appropriate by any of the releasees.

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Signature of Rider

Date

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Signature of Passenger

Date