

IMRG 1942 Hollister/Bay Area

HOPE MOTORCYCLE RALLY - IMRG SPOOKTACULAR

LIABILITY RELEASE WAIVER

Name: _____ Date: _____

Address: _____

Email: _____ Phone: _____

Motorcycle Make _____ Model: _____ Year: _____

EVENT: IMRG 1942 HOLLISTER/BAY AREA CHAPTER RIDES, MEETINGS, HOPE RALLY, & SPOOKTACULAR RALLY

Please read this agreement carefully. Do not sign this agreement unless you agree to these terms. Riding is voluntary, you are not required to participate.

- 1) In consideration for being allowed to participate in the (Event) described above sponsored and/or conducted by Indian Motorcycle Company, Polaris Industries Inc., the Indian Motorcycles Riders Group Chartered chapters and each of their respective affiliates, officers, employees, agents, successors and assigns (the "Event Sponsors" including, but not limited to), I agree to assume all risks, waive all claims, release liability, and defend and hold Polaris, its dealers, and other Event Sponsors harmless to the fullest extent allowed by law.
- 2) I ACKNOWLEDGE AND AGREE THAT:
 - a. I have a valid driver's license and motorcycle endorsement, and I can legally operate any motorcycle as part of the Event.
 - b. I have reviewed, am familiar with, and will comply at all times with the SAFETY INSTRUCTIONS provided by the Event Sponsors, ALL INSTRUCTIONS AND WARNINGS contained in the Owner's Manual, and the WARNINGS ON ALL VEHICLES, including the use of a helmet and other protective equipment. I have not and will not consume alcohol or any other substance that could impair my judgement or driving ability. If I have any questions, I will ask before riding.
 - c. I am aware of and voluntarily assume THE RISKS ASSOCIATED WITH MOTORCYCLES, including SERIOUS INJURY AND/OR DEATH caused by loss of vehicle control, collisions, mechanical failure, trail conditions, my own negligent acts, the negligent acts of others, and the potential negligence of Event Sponsors, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks.
- 3) I AGREE TO WAIVE TO THE EXTENT FULLY ALLOWED BY LAW ANY AND ALL CLAIMS OF ALL KIND that I have or may in the future relating to the Event, whether directly or by subrogation or otherwise, against the Event Sponsors.
- 4) I AGREE TO RELEASE THE EVENT SPONSORS FROM ANY AND ALL LIABILITY for any loss, damages, expense or injury (including death) that I may or my next of kin may incur resulting from my participation in the Event. I understand that this waiver and release do not extend to intentionally wronged acts on the Event Sponsors.
- 5) I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CODE, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me have materially affected my decision to sign this agreement.
- 6) I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE EVENT SPONSORS from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Event.
- 7) I HEREBY GRANT to the Event Sponsors, and those acting with their authority, the unrestricted, perpetual worldwide right and LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE, AND BIOGRAPHICAL INFORMATION, and any photograph, video or

audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.

8.) **Dispute Resolution.** Any dispute regarding this Agreement will be decided through binding arbitration to take place in California within Santa Clara County and pursuant to the American Arbitration Association (“AAA”) Arbitration Rules and Mediation Procedures, as amended, or pursuant to JAMS Arbitration Rules and Mediation Procedures, as amended. By entering into this Agreement YOU understand that you are giving up YOUR right to bring a civil lawsuit regarding this Agreement, as well as a class action lawsuit and any class action arbitration proceeding. Excluded from this Dispute Resolution requirement are pre-judgment actions for injunctive relief to enforce the terms of this Agreement.

LIABILITY WAIVER AND RELEASE OF CLAIMS

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with IMRG 1942 Hollister/Bay Area, and I willingly engage in IMRG 1942 Hollister/Bay Area events and /or other activities (the “Activity”).

RELEASE AND WAIVER

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST IMRG 1942 HOLLITER/BAY AREA RIDERS GROUP AND IT’S AFFILIATES PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR EQUITY, TO THE FULLEST EXTENT PERMISSABLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HERINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any IMRG 1942 event or activity (“Activity”) is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the “Activity” and you agree that (a) the IMRG 1942 (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c)collectively, the “Release Parties”), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively) the (“Released Claims”). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT OF THE LAW.

I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT, BY ENTERING MY NAME AND PERSONAL SIGNATURE BELOW.

I have a current insurance policy in place for motorcycle liability: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Insurance Carrier:	Policy #:	Exp. Date:

RIDER	PRINT NAME	_____	DATE	_____
	SIGN NAME	_____		
PASSENGER	PRINT NAME	_____	DATE	_____
	SIGN NAME	_____		