# General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue

**READ CAREFULLY**. Provide all required information and complete any blanks before signing. Participants under 18 years of age must have a parent or authorized guardian sign in person at the Event Location.

**Event Description & Dates**: _____

**Event Location**: _____

In consideration for the Participant being permitted to enter the Event Location, as well as attend or participate in the Event in any manner whatsoever (including but not limited to the observation of the Event, my use of or proximity to powersports vehicles, or other vehicles and equipment in use at the Event Location, and my presence at the Event Location including but not limited to any and all Restricted Areas (defined as any area requiring special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited, including, without limitation, the training range area)) (herein collectively referred to as the "Event" or "Powersports Activities"), I, the undersigned individual, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, hereby agree, acknowledge and warrant the following:

**(1)** **THE EVENT AND POWERSPORTS ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE**. These dangers and risks can arise from a range of foreseen or unforeseen causes, including, without limitation, crashes, vehicle or equipment failures, range and riding surface conditions, adverse weather conditions, participant error, and both negligent or non-negligent acts and omissions of Released Parties (as defined herein), myself or other Event participants. These dangers and risks expressly include but are not limited to negligent rescue operations and/or negligent procedures of one or more of the Released Parties.

**(2)** Without in any way modifying or limiting the scope of this General Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue, I shall, immediately upon entering any Restricted Area, and continuously thereafter, inspect such Restricted Area for any safety concerns. If, at any time, I am in or about a Restricted Area that I believe to be unsafe or unsatisfactory for any reason, or if I am requested to engage in an activity that I believe to be unsafe or outside my capability for any reason, I shall immediately advise the on-site Event managers or other official representatives of such and leave the Restricted Area and/or refuse to participate further in the Event. I acknowledge that I may not have the opportunity to inspect any Restricted Area prior to the start of the Event.

**(3)** Powersports Activities are physically and mentally demanding, and require personal discipline, stamina, coordination, judgment, concentration and mental alertness. I am in good general health, and have no known physical or mental limitations that could impair my performance in the Event. I have not consumed any form of alcohol or drugs (either prescription or non-prescription) that could impair my performance in the Event.

**(4)** This Agreement extends to any and all acts of negligence by one or more of the Released Parties, including negligent rescue operations or Event security, and is intended to be as broad and inclusive as is permitted by the laws of the State, Province or Territory in which the Event is conducted. I have been advised of and agree to waive, on behalf of myself, my personal representatives, heirs and next of kin, all rights and benefits conferred by any statute or other law that would otherwise limit the scope of this Agreement or the undertakings and releases contained herein. If I have brought a powersports vehicle, helmet or other safety equipment to use in the Event, I agree that this Agreement extends to all Losses and Claims (as defined herein) that may occur, arise out of, or relate in any way to such vehicle or equipment.

**(5)** If any portion of this Agreement is found to be unenforceable or invalid, it is agreed that the balance and remainder of this Agreement shall, notwithstanding, continue in full legal force and effect, and shall be construed as though the unenforceable or invalid portion had never been contained herein.

**(6)** I have had the opportunity to read this entire Agreement and ask any questions about it. I fully understand its terms and meaning. I enter into this Agreement voluntarily, of my own free will, and without any duress.

_____ / _____

Initials / Event Start Date

**GENERAL RELEASE AND WAIVER OF LIABILITY.** I, the undersigned individual, hereby personally and on behalf of all my personal representatives, estate, assigns, heirs and next of kin (collectively, the "Releasors"), release, exempt and hold harmless any and all persons or entities promoting or sponsoring the Event, sanctioning or administrative organizations or any affiliated entities thereof, range facility owners and operators, officials, vehicle owners and manufacturers, riders, range facility builders and designers, crews, rescue personnel, any persons in any Restricted Area, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, the entity and individuals (including training instructors) conducting and/or sponsoring the Event, Motorcycle Safety School, and the Motorcycle Safety Foundation, Inc., including each of their affiliates, subsidiaries, member companies, employees, officers, coaches, instructors, aides, and/or agents (collectively, the "Released Party or Parties") from any and all loss, liability, damage, fees or costs arising out of or related to the Event or conditions at the Event Location (collectively, "Losses"), and any claim, demand, lawsuit or causes of action brought by me or the Releasors, arising out or related to the Event, whether on account of injury or death to myself or any other person, or damage to any property, or otherwise (collectively, "Claims"), including Losses and Claims caused solely or in part by negligence of one or more of the Released Parties or otherwise.

**ASSUMPTION OF RISK**. I, the undersigned individual, hereby personally and on behalf of the Releasors, knowingly and voluntarily assume full responsibility for any and all risk of bodily injury, death, property damage, whether foreseen or unforeseen, and whether caused by the negligence of any Released Party or otherwise, that may occur, arise out of, or relate in any way to the Event or conditions at the Event Location (e.g., conditions that are open and obvious, inherently dangerous, or caused by negligence).

**INDEMNITY AGREEMENT**. I, the undersigned, hereby personally and on behalf of the Releasors, agree to indemnify, defend, save and hold harmless the Released Parties from any and all Losses and Claims they may incur arising out of or related in any manner to my attendance at or participation in the Event, whether brought by Released Parties, other Event participants or any other individuals or entities, whether on account of bodily injury, death, property damage, or otherwise, and whether caused by the negligence of any Released Party or otherwise. This indemnity obligation expressly includes the obligation to reimburse the Released Parties for all of their reasonable attorneys' fees and costs if I commence a legal proceeding governed by this agreement.

**COVENANT NOT TO SUE**. I, the undersigned, hereby personally and on behalf of the Releasors, covenant not to sue, and relinquish any and all rights I now have or may have in the future to sue, the Released Parties for any and all injury, death, or damage, whether known or unknown, that I may suffer arising from the Event or Powersports Activities, including claims based on the Released Parties' negligence.

**I HAVE READ THE ENTIRETY OF THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND COVENANT NOT TO SUE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY RIGHT TO BRING A LAWSUIT IF I AM INJURED DURING THE EVENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. BY SIGNING BELOW, I AGREE TO ALL THE TERMS HEREIN. MY SIGNATURE BELOW SERVES AS A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.**

| _____ | _____ | _____ |
|---|---|---|
| Print Participant Full Name – First, Middle, Last | License or ID# and State | Date Signed – MM/DD/YYYY |

| _____ | _____ |
|---|---|
| Participant Signature<br>(or Parent/Legal Guardian signature if Participant is under age 18) | Print Full Name of Parent/Legal Guardian, and state relationship to Participant |

**Notary Signature and seal is required if less than 18 years old**