

# Pops Mini Rally

## RELEASE AND WAIVER OF LIABILITY & INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate in the Pops Rally, THE UNDERSIGNED:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Pops Rally, Michael Hickman, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referenced to as "releasees," from all liability to the undersigned, his 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 injury to or the death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is participating in the Pops Rally;

2. FURTHER 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 the Pops Rally and whether caused by the negligence of the releasees or otherwise.

3. FURTHER AGREES that in order to participate in this event, the undersigned rider must be in possession of a valid operator's license and proof of personal injury and property damage liability insurance coverage.

4. FURTHER AGREES that while participating in the Pops Rally, 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.

5. FURTHER AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statues, ordinances, or regulation and shall be personally liable for all fines and penalties for traffic law violations.

6. FURTHER AGREES to wear minimum safety apparel as required by state law(s). Minimum safety apparel for these purposes may include a Department of Transportation-approved safety helmet. Rider and passengers are strongly advised to wear a helmet whether required by law to do so or not, and are strongly advised to wear glasses, goggles or a face shield and additional protective outerwear such as gloves, long-sleeved protective jacket, boots and long protective trousers, or protective riding suit while participating in the Pops Rally. RIDER ACKNOWLEDGES AND UNDERSTANDS that failure to wear proper safety apparel may result in the rider's injury or death.

7. 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.

Signature of rider and date: \_\_\_\_\_

Witness signature and date: \_\_\_\_\_

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THE UNDERSIGNED expressly acknowledges and agrees that activities associated with the event 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 any city, county, state, or federal jurisdiction through which THE UNDERSIGNED might pass during his or her participation on the Pops Rally.

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, motion picture film, computer images, electronic or written mail, etc. that might contain the UNDERSIGNED for future use in promotional and/or informational activities as deemed appropriate by any of the releasees.

Signed by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2009:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature and printed name

\_\_\_\_\_  
Date