

WAIVER OF LIABILITY, RELEASE OF ALL CLAIMS AND AGREEMENT TO INDEMNIFY

IN SIGNING THIS DOCUMENT, PARTICIPANT represents that PARTICIPANT is fully knowledgeable of the dangers and hazards associated with riding motorcycles. PARTICIPANT certifies that he/she is duly licensed and competent to operate a motorcycle in a safe manner, and that PARTICIPANT's vehicle is in a safe operating condition. Also, PARTICIPANT certifies that he/she is in possession of current liability insurance as required by law. PARTICIPANT is solely responsible for determining the safe speed and operational characteristics of PARTICIPANT's vehicle while participating in and being involved with the 5 PASSES AND A PARK RIDE. PARTICIPANT acknowledges and understands that PARTICIPANT, by participating in and being involved with the 5 PASSES AND A PARK RIDE, including all associated activities, does so at PARTICIPANT's own risk and assumes all risks thereof. Further, all persons associated with the organization, promotion and operation of the 5 PASSES AND A PARK RIDE shall not be liable for, and PARTICIPANT hereby expressly waives, any such claim of liability for personal injury, bodily injury, death or related damages, including the loss, theft, damage to, or destruction of personal property, including loss of use, owned by or in the possession of PARTICIPANT or PARTICIPANT's guests or invitees, which PARTICIPANT, including any guests or invitees of PARTICIPANT, may sustain as a result of PARTICIPANT's involvement, participation in, or proximity to the 5 PASSES AND A PARK RIDE, and all its associated activities. By executing this Agreement/Application, PARTICIPANT, including PARTICIPANT's guests or invitees, intend to completely release and discharge from any duty whatsoever all organizers, promoters and operators of the 5 PASSES AND A PARK RIDE for any such claims PARTICIPANT or any guest or invitee of PARTICIPANT has resulting from the conduct, including any act, or failure to act, of any such organizer, promoter or operator pertaining to the 5 PASSES AND A PARK RIDE, including all associated activities.

_____ (Initials)

PARTICIPANT, including PARTICIPANT'S guests and invitees, are voluntarily participating in 5 PASSES & A PARK RIDE activities with the knowledge of the potential danger involved and hereby agrees to accept and assume any and all risks of bodily injury, personal injury, death or related damages, including the loss, theft, damage to or destruction of personal property, including loss of use, and hereby verifies that PARTICIPANT has read and understands this statement by executing this Agreement/Application.

_____ (Initials)

PARTICIPANT further agrees, in consideration of the privilege of participating in the 5 PASSES & A PARK RIDE and associated activities, to defend and indemnify 5 PASSES & A PARK RIDE, including its organizers, promoters and operators, and further agrees to hold said persons harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to or death of, any person, and for any injury, for any theft, injury or damage to or destruction of personal property resulting from any and all negligent acts or omissions, including but not limited to those of the organizers, promoters and operators or 5 PASSES & A PARK RIDE even though said person's liability to any third person arises out of said person's own negligence, including that of its principals, agents, employees or representatives.

_____ (Initials)

By executing this Agreement/Application, PARTICIPANT acknowledges that he or she is giving up any right to sue the organizers, promoters or operators of 5 PASSES & A PARK RIDE, or to otherwise make any claim against them for any personal injury, bodily injury, death or loss, theft damage to or destruction of personal property resulting from any activity associated with the 5 PASSES & A PARK RIDE and has read the above Agreement/Application and fully understands its contents as a legally binding release of liability and discharge of any duty owed by the organizers, promoters or operators of the 5 PASSES & A PARK RIDE to PARTICIPANT from any and all claims for damages as described above, and that PARTICIPANT'S execution of this Agreement/Application is an express assumption of risk by PARTICIPANT. PARTICIPANT is signing this document freely, voluntarily and without any reservation.

Dated: _____

PARTICIPANT'S SIGNATURE _____

PARTICIPANT'S Printed Name _____