

MINOR / GUEST RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Honda Rider's Club of America Charter Chapter #0112

In exchange for, and as a condition of, participating as a guest in an R&T Motorcycle Club, Inc. (hereinafter, "the Club") sponsored event or activity, I understand and voluntarily accept and agree to the following conditions and statements:

(1) The Club is not the only available provider of organized services and activities related to road and trail motorcycle / ATV riding. There are numerous other motorcycle / ATV clubs and groups available to me in the Maryland, Virginia, West Virginia, District of Columbia, Pennsylvania, and Delaware areas which I can try to access for purposes of road and trail motorcycle / ATV riding, social events, and other activities related to motorcycling / ATVing. Additionally, motorcycling / ATVing events and activities can be engaged in and enjoyed without being a guest of the Club or any organized club or group.

(2) Road and trail motorcycle / ATV riding are extremely dangerous activities and involve the risk of serious injury and/or death and/or property damage, which can occur due to the negligent acts or omissions of myself, other persons, and/or organizations connected with the conduct of such activities. Road and trail motorcycle / ATV riding requires specialized skill, experience, and equipment. I am solely responsible for assessing my own abilities, skill, experience, equipment, and terrain when participating in any and all Club related activities. I am responsible for obtaining my own private insurance to compensate and protect me from injuries, personal and property, which may occur as a result of my participation in Club related activities. **I VOLUNTARILY ASSUME ALL RISKS OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE CLUB, ITS OFFICERS, MEMBERS, GUESTS, AGENTS, EMPLOYEES, PROMOTERS, ORGANIZERS, LAND OWNERS UPON WHICH CLUB RELATED ACTIVITIES OCCUR, AND THOSE ACTING IN THEIR SUPPORT OR ON THEIR BEHALF, (HEREINAFTER REFERRED TO COLLECTIVELY AS "THE RELEASEES"), OR OTHERWISE, TO MYSELF OR MY PROPERTY AS A RESULT OF MY PARTICIPATION IN CLUB RELATED ACTIVITIES.**

(3) **I HEREBY RELEASE, WAIVE, AND DISCHARGE THE RELEASEES AND EACH OF THEM, FROM ALL LIABILITY TO ME, AND I COVENANT NOT TO SUE THE RELEASEES AND EACH OF THEM, FOR ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, WHETHER CAUSED BY MY OWN NEGLIGENCE, THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE I AM ENGAGED IN CLUB RELATED ACTIVITIES. THIS PARAGRAPH IS BINDING ON MY HEIRS, EXECUTORS, ASSIGNS AND ADMINISTRATORS.**

(4) **I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE OR COST THAT MAY INCUR DUE TO MY PARTICIPATION IN CLUB RELATED ACTIVITIES OR IN ANY WAY MY USE OF FACILITIES OR EQUIPMENT OF THE CLUB, WHETHER OWNED, LEASED, OR USED IN ANY WAY AS PART OF A CLUB RELATED ACTIVITY, AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, MYSELF, OR OTHERWISE.**

(5) This written agreement includes the entire agreement between the Club and me. There are no other agreements or conditions, written or oral, outside what is written in this agreement. If any part of this agreement is determined unenforceable by a court of competent jurisdiction, it is my intent that the rest of the agreement remain intact and enforceable. **I have read, understand, and voluntarily accept and agree to all terms of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, as indicated by my signature below. If I am under 18 years of age, my legal parent or guardian agrees to the above on my behalf as indicated by the signature below.**

GUEST Printed Name

GUEST Signed Name

Date Signed

PARENT/GUARDIAN Printed Name

PARENT/GUARDIAN Signed Name

Date Signed

CLUB MEMBER Printed Name

CLUB MEMBER Signed Name

Date Signed