

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In exchange for, and as a condition of, being a member of the R&T Motorcycle Club, Inc. (hereinafter, "the Club"), I understand and voluntarily accept and agree to the following conditions and statements:

(1) The Club's purpose is to promote road and trail motorcycle riding, social events, and other activities related to motorcycling. I have read, understand, and accept the Club's by-laws as governing my membership.

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

(3) Road and trail motorcycle 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 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.**

(4) 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.

(5) 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 OR MY GUESTS' PARTICIPATION IN CLUB RELATED ACTIVITIES OR IN ANY WAY MY OR MY GUESTS' 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, MY GUESTS, OR OTHERWISE.

(6) 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.

Printed Name

Signed Name

Date Signed