

## **MOTORCYCLE ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS**

As consideration for being allowed to participate in the event(s) described below I agree:

1. I acknowledge that motorcycle activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, The American Legion and its officers, directors and employees. These risks are not only inherent to riders, but are also present for passengers, spectators and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in the event(s). I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting the event(s) and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.

2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver and Release of Liability form will be used by the event(s) holders, sponsors and organizers of the event(s), in which I may participate and that it will govern my actions and responsibilities at said event(s). I certify that I am not under the influence of any narcotic, alcohol or other drug(s) that may impair my understanding or judgment and that I will not at any time during the event(s) operate my motorcycle under the influence of any narcotic, alcohol or drug. I certify that I have fully adequate insurance to cover all medical claims, the motorcycle and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the event(s), the event(s), the period between the end of the event(s) and my return to my final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate a motorcycle in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.

3. In consideration of my being permitted to participate in the event(s), I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event(s) or during my traveling to and from the event(s), THE FOLLOWING ENTITIES OR PERSONS: The American Legion, officers, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during the event(s). Accordingly, I do hereby release and discharge The American Legion, its officers, directors, employees, event organizers, sponsors, representatives and agents, and their officers, agents and its employees from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in the event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the event(s). I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

5. I certify I will wear a D.O.T. approved helmet as well as any personal protective equipment at the event(s) that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle, helmet, and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event(s) and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s). The engine displacement of my motorcycle is at least 250 cc, the minimum size allowed for participation.

6. I agree to pay for all expenses (including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I may incur) intending that The American Legion shall be totally free of such costs and expense.

7. As additional consideration for being allowed to participate in the event(s) described below, I hereby assign to The American Legion Department of Kansas and Name of Post  
Post # \_\_\_\_\_, City, Kansas any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against The American Legion and its officers, directors, employees, event organizers, sponsors, volunteers, representatives and agents may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that The American Legion and officers, directors, employees, event organizers, sponsors, volunteers, representatives and agents shall be liability free with regard to anything in any way connected with the event(s).

8. I hereby release The American Legion from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Waiver, Release and Assignment of Claims in its entirety, and I fully understand it and agree to its contents. Completion and signature on form indicates agreement to terms and conditions on both pages.

Location of event(s): Travel to and from, and participation in \_\_\_\_\_  
\_\_\_\_\_  
Event(s) and Date(s)

PRINT FIRST NAME MI LAST NAME \_\_\_\_\_

SIGNATURE AND DATE \_\_\_\_\_

IN CASE OF EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY CONTACT'S PHONE # \_\_\_\_\_

**Each Rider and passenger must sign and submit separate forms.**