

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.

