## Veterans of Foreign Wars of the United States MOTORCYCLE RIDERS GROUPS (VFWRG) Release and Waiver of Liability and Indemnity Agreement

The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to participate in VFWRG activities (hereinafter, **EVENT(S)** sponsored and/or conducted by the VFW Riders Group and their respective officers, directors, employees and agents, HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE and HOLDS HARMLESS the VFWRG, the VFW Post, District, County Council, Department, and the Veterans of Foreign Wars of the United States, and the respective officers, directors, management, members, volunteers and employees of each (hereafter, the "**RELEASED PARTIES**") from any and all claims arising from or in connection with: (i) the conduct or management of the VFWRG or EVENT; (ii) any act, omission, or negligence of the VFWRG or any VFWRG member or participant; (iii) any accident, injury, or damage whatsoever occurring during or related to any EVENT. The undersigned understands and acknowledges that a participant may incur personal or bodily damage while participating in these activities, and assumes all risks inherent in these activities and accepts full and complete responsibility for any and all damages or injury of any kind.

This Release extends to any and all claims I have or later may have against the "RELEASED PARTIES" resulting from or arising out of the performance of their duties whether or not such claims result from negligence (except willful neglect) with respect to the EVENT(S) or with respect to the conditions, qualifications, instructions, rules or procedures under which the EVENT(S) are conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE OR BRING ANY CLAIMS WHATSOEVER AGAINST ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES.

I am experienced in and familiar with the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling. I am voluntarily participating in the **EVENT(S)** and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of my participation in the events, and any negligence (except willful neglect) on the part of any or all of the "**RELEASED PARTIES**" in performing their rider group duties.

## WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this release and Indemnification Agreement, including but not limited to Section 1542 of the California Civil Code which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the "RELEASED PARTIES."

## THIS IS A RELEASE - READ BEFORE SIGNING

## Rider/Passenger (Minors must have a parent/guardian signature attached)

SIGNATURE		E EMAIL ADDRESS		
PHONE		CITY	STATE	ZIP CODE
NAME (PLEASE PRINT)		STREET ADDRESS		
		HILD) requires parent/guardian signat	ure:	
	DACCENCED (MINOR CI	III D):		
CHECK ONE:	☐ RIDER (OPERATOR)	□ PASSENGER		
EVENT		EVENT LOCATION		