

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

READ CAREFULLY BEFORE SIGNING!

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in **ANY EVENT(S) (NOTE: event(s) includes open riding)** at the **ERIE RAMBLERS MOTORCYCLE CLUB** GROUNDS or any EVENT(S) officially sponsored by the **ERMC, EACH OF THE UNDERSIGNED**, for himself, his personal representatives, the minor(s) he is parent or legal guardian of, heirs, and next of kin:

1) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, the Erie Ramblers Motorcycle Club (ERMC), or any of its members, track operator, officials, car owners, drivers, pit crews, rescue personnel, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purposes hereinafter referred to as "Releases", FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGES, OR COAST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3) HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISE OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASES or otherwise.

4) HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE EXTREMELY DANGEROUS and involve the risk of serious bodily injury and/or total disability, paralysis and death and/or property damage as well as the social and economic losses and/or damages, which could result from those risks and dangers described above. In addition, there may be other risks not known to us and are not reasonably foreseeable at this time. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releases". Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5) HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province in which the Event(s) is/are conducted and that if any person thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6) **IN THE CASE OF RIDERS/MEMBERS UNDER THE AGE OF 18:** the parent(s) and/or legal guardian(s) of the minor participant named below agree with all aspects of this waiver and shall make the minor aware of the extreme danger involved in such activities as well as instruct them to cease participation if at any point they believe conditions are unsafe. In addition, it is understood that on behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If despite this release, the participant makes a claim against any of the "Releases", the parent(s) and/or legal guardian(s) will reimburse the "Releases" and their insuring company for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE.

PRINT MINOR'S NAME: _____ PRINT MINOR'S NAME: _____ PRINT

MINOR'S NAME: _____ PRINT MINOR'S NAME: _____ PRINT

PARENT/GUARDIAN'S NAME: _____

SIGNATURE OF PARENT/GUARDIANS: _____

PRINT NAME: _____ SIGNATURE: _____ DATE: _____