

**GREEN MOUNTAIN RIDERS MOTORCYCLE CLUB, INC.—RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) (defined as any activity or event encompassed by or arising out of or in connection with a membership in Green Mountain Riders Motorcycle Club, Inc.), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin (the pronoun he is used for convenience only and is intended to encompass the gender of any person signing this release):

1. Acknowledges, agrees and represents that he has or will immediately upon entering the RIDING AREA, and will continuously thereafter, inspect the RIDING AREA, and he further agrees and warrants that, if at any time, he is in or about the RIDING AREA and he feels anything to be unsafe, he will immediately advise the appropriate members of such and will leave the RIDING AREA. **Initial here _____**

2. HEREBY COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, operators, owners, officials, motorcycle owners, riders, rescue personnel, and any persons in the RIDING AREA, promoters, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, 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 for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees", AND FURTHER DOES HEREBY RELEASE, WAIVE AND DISCHARGE THE RELEASEES 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 THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Initial here _____

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise. **Initial here _____**

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise, AND AGREES TO CARRY AND MAINTAIN APPROPRIATE HEALTH CARE COVERAGE.

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5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. **Initial here _____**

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and it is intended to be as broad and inclusive as is permitted by the laws of the State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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FURTHER RELEASE OF CLAIMS

I agree, as a condition of my membership in Green Mountain Riders Motorcycle Club, Inc. (the "Club"), that I will be fully responsible for my motorcycle and any other vehicle which may be involved in an Event or which is on or about a Restricted

Area (in any case, a "vehicle") at all times. I further understand and agree that I am responsible for the mechanical condition of any vehicle that I may use in an Event, and that if any such vehicle has been modified in any way that the Club has not conducted an inspection of the vehicle, including any modifications thereto. I assume full responsibility for the condition of my vehicle, and I assume full responsibility for any and all damages or injuries that may arise as a result of any mechanical failure or use of my vehicle for any reason whatsoever. **Initial here** _____

I further agree that any helmet that I may use during any event will bear a sticker stating it meets certain minimum standards of the Snell Memorial Foundation as those standards are updated from time to time (for example "Snell 95").

Initial here _____

I 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.

Signature Printed Name Date

Witnessed By:

Signature Printed Name Date

[TO BE COMPLETED IF THE MEMBER IS A MINOR]

THE PARENT OR GUARDIAN OF THE MINOR NAMED BELOW HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THE PARENT OR GUARDIAN HAS GIVEN UP SUBSTANTIAL RIGHTS FOR THE PARENT AND THE MINOR NAMED BELOW BY SIGNING IT, AND HAS NONETHELESS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO THE PARENT OR GUARDIAN AND INTEND THAT THE SIGNATURE OF THE PARENT OR GUARDIAN TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ AND UNDERSTAND THIS RELEASE Father/Mother/Guardian (circle one)

Parent or Guardian Signature: _____ Date: _____

Parent or Guardian Printed Name: _____

Witnessed By:

Signature Printed Name Date

MINOR Participant Signature: _____ Date: _____

Printed Name of MINOR Participant: _____ D.O.B.: _____

Witnessed By:

Signature Printed Name Date