

RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING BUT NOT LIMITED TO PERMISSION TO PARTICIPATE IN THE _____ MOTORCYCLE RIDE, HEREINAFTER REFERRED TO AS ("_____"), AND INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned, being over the age of ____ years, on behalf of themselves, their spouse, children, next of kin, dependents, estate, heirs, beneficiaries, representatives, administrators, agents, successors, and assigns, or others who or which would have a right to recover damages do hereby voluntarily agree as follows:

I understand that participating in the _____ Motorcycle Ride, and/or participating in any of the activities associated therewith involves serious risks, foreseeable and unforeseeable, (hereinafter referred to collectively and separately as "RISKS"), of bodily injury, emotional distress and/or emotional harm, brain injury, disfigurement, paralysis, death and/or property damage, (hereinafter referred to as "HARM"), caused by or arising out of, among other things, dangerous conditions of, on, or appurtenant to the premises, parking lots, roadways, and/or pathways; negligent, grossly negligent, reckless, intentional, and/or criminal acts of others, including but not limited to actions of myself or others who may be impaired by alcohol or other substances; unlicensed and/or inexperienced riders; mechanical and/or equipment failures, poor and/or improper vehicle maintenance; weather conditions, negligent or improper operation of vehicles; negligence in organizing, planning, supervising, hiring, and/or retention; negligent training, instructing and/or managing; negligent, inadequate, and/or failure to inspect or warn; negligent or inadequate, or lack of security, and/or traffic control; negligent, inadequate, or lack of rescue or emergency actions, and/or emergency medical services; or other causes not specifically mentioned, and that said HARM may result in damages for which I, my spouse, children, next of kin, dependents, estate, heirs, beneficiaries, representatives, administrators, agents and/or assigns, or others who or which would have a right to recover compensation, including but not limited to, medical expenses, past and future income loss, loss of earning capacity, incidental costs, pain, suffering, embarrassment, humiliation, Disfigurement, loss of support, companionship, consortium or for wrongful death, and/or property damage, (hereinafter referred to as "DAMAGES").

NOW, THEREFOR: understanding the RISKS, potential HARM, and the right to recover DAMAGES, on behalf of themselves, their spouse, children, next of kin, dependents, estate, heirs, beneficiaries, representatives, administrators, agents, successors, and/or assigns, or others who or which would have a right to recover compensation, do hereby voluntarily:

- 1. **WAIVE, RELEASE, DISCHARGE, AND AGREE NOT TO MAKE ANY CLAIM AGAINST OR SUE** Alliance of Bikers Aimed Toward Education, and/or A.B.A.T.E. of PA, and/or any of its Chapters, their officers, directors, committees, members, employees, representatives, agents, sub-contractors, organizers, planners, volunteers, road master(s), blockers, promoters, sponsors, advertisers, vendors, premises owner(s), lessee(s) of premises, insurers, consultants, or attorneys, their officers, directors, agents, employees, and/or representatives, successors and assigns, (hereinafter referred to as "Releasees"), **for any HARM or DAMAGES I and/or they may suffer caused by or arising out of ANY PAST, PRESENT, OR FUTURE NEGLIGENCE ON THE PART OF RELEASEES, or based on vicarious liability, breach of contract, breach of warranty, express or implied, contribution or indemnity, or on any other legal basis.**
- 2. **INDEMNIFY AND HOLD RELEASEES HARMLESS**, including attorney's fees and costs, for any claims, legal actions or liability arising from **ANY HARM AND DAMAGES I and/or they may suffer caused by or arising out of ANY PAST, PRESENT, OR FUTURE NEGLIGENCE OF RELEASEES, or based on vicarious liability, breach of contract, breach of warranty, express or implied, contribution or indemnity, or on any other legal basis.**
- 3. **ASSUME ALL RISK OF HARM AND DAMAGES.**

It is expressly understood and agreed that **THIS RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT EXTENDS TO AND INCLUDES ALL PAST, PRESENT, AND FUTURE NEGLIGENCE OF RELEASEES**, and is intended to be as broad and inclusive as permitted by law. *I also give full, general permission to Releasees to use or share my name, pictures, video, recordings, or statements of any kind in any medium, for publicity or other purposes, without compensation or remuneration.*

I HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, AND AGREE THAT I AM GIVING UP SUBSTANTIAL RIGHTS, AND THAT I AM SIGNING IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER AGREE TO WAIVE ALL BENEFITS FLOWING FROM ANY STATUTE, LAW, OR REGULATION THAT WOULD LIMIT THIS AGREEMENT. THIS IS THE ENTIRE AGREEMENT, AND IF ANY PORTION IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

Operator, Print Name _____ **Signature** _____ **Date** _____

Passenger, Print Name _____ **Signature** _____ **Date** _____

Passenger's Guardian, Print Name _____ **Signature** _____ **Date** _____