

MODS vs. ROCKERS 2011 Release Form

NOTICE OF RISK; DISCLAIMER OF LIABILITY; WAIVER OF CLAIMS

1. Activities associated with the **Mods vs. Rockers event** can at times involve substantial risk of injury, property damage, and other dangers associated with participation in the event.
2. Each participant in **Mods vs. Rockers event** should realize that there are inherent risks, hazards, and dangers involved inoperating a motorized scooter and in travel to and from the event, and, of course, in riding in the event itself. It is the responsibility of each person involved to engage only in those activities from which s/he has the prerequisite skills.

_____ Initials _____ Date

II. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

3. I have read the above notice carefully hereby assume all risks of damages or injury, including death, that I may sustain while participating in or as a result of, or in any way growing out of my activity associated with the **Mods Vs. Rockers event**.
4. In particular, without limiting the generality of the foregoing, I fully understand and acknowledge that there are risks and dangers associated with participation in the **Mods vs. Rockers event** and activities which could result in bodily injury, partial and/or total disability, paralysis and death. The social and economic losses and/or damages to me, my family and others, which could result from these risks and dangers described above, could be severe. These risks and dangers may be caused by my own action, inaction or negligence or the action, inaction or negligence of others, including, but not limited to, the **Mods vs. Rockers event**, its members individually and its officers, agents and volunteers and sponsors, the venues and their owners and operators, the event organizer, and the organizer's family and estate (hereafter, collectively referred to as the "Releasees"). There may be other risks not known to us or not reasonably foreseeable at this time.
5. I 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 Releasees named above.

_____ Initials _____ Date

III. RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE (READ CAREFULLY BEFORE SIGNING)

6. I hereby acknowledge that participation in risk oriented programs and activities involves an inherent risk of physical injury and I assume all risks. I hereby agree that I, for myself, my personal representatives, assigns, executors, heirs and next of kin, do hereby release and forever discharge the Releasees from and of any and all claims, demands, rights and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries (INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY), damage to property, and the consequences thereof, whether or not caused or contributed to in whole or in part by the negligence of the Releasees, resulting from any participation in any way connected with the **Mods vs. Rockers event**.
7. I further expressly agree that the foregoing release, waiver, and covenant not to sue is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted.
8. I further covenant and agree that for the consideration stated above, I will not sue the Releasees for any claim for damages arising or growing out of my participation in the **Mods vs. Rockers event**.
9. This entire agreement, including the notice, assumption of risk, and release, waiver of liability and covenant not to sue shall be construed and applied so as to conform to the law of the State whose laws are deemed to be controlling. In the event any clause of this agreement shall be deemed not to be in compliance with applicable law, that clause shall be either be given no force or effect, or shall be construed and applied to conform to State law, the validity and enforceability of all other clauses and of the agreement itself otherwise not being affected.
10. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND COVENANT NOT TO SUE 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name Signature Date

Signature of Parent or Guardian (If participant is under 18)