

## **WAIVER AND RELEASE OF LIABILITY**

As a member, or guest, of The BMW Riders Club of Tampa Bay, Inc. (hereinafter the "Club") and in consideration of being allowed to participate in Club events I hereby:

Acknowledge that: (a) there are DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH that exist in my use of motorcycles and my participation in the Club activities; (b) my participation in such activities may result in injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH.

### **READ CAREFULLY: THIS IS A LEGAL RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

#### **ASSUMPTION OF RISK**

I hereby Agree to assume responsibility for all the risk of the activity. My participation in the activity is purely voluntary. I assume full responsibility for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses that I may suffer or incur, as a result my participation in Club events.

#### **RELEASE OF ALL CLAIMS**

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Club, and its officers, directors and volunteers (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, which arise out of, result from, occur during, or are connected in any manner with my participation in Club events whether caused by the negligence of the Releasees or otherwise; except that which is the result of a direct impact between my vehicle or person, and a vehicle being operated by one or more Releasees.

#### **INDEMNITY AGREEMENT**

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify and hold harmless the Club, and its officers, directors and volunteers (in their official and individual capacities), from and against any and all actions, claims and expenses, including attorney fees, and court costs that they or any of them incur or sustain as a result of any claims, which may be made by me, or on my behalf by other parties, in respect of or arising out of any injury, loss, damage or death caused to me or my property whether caused by the negligence of the Releasees or otherwise, except that which is the result of a direct impact between my vehicle or person, and a vehicle being operated by one or more Releasees.

**I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO ASSUME ALL RISKS AND RELEASE THE CLUB, AND ITS OFFICERS, DIRECTORS AND VOLUNTEERS (IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES) ("RELEASEES") FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. AND BY SIGNING I AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASEES ARISING FROM MY PARTICIPATION IN THE CLUB EVENTS.**

\_\_\_\_\_  
Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name