

CHAPTER EVENT RELEASE FORM
FOR ADULTS

Name of **EVENT(S)** _____ Date _____

Location _____

The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to participate in a "Ride," "Poker Run," "Rally," "Field Meet" or "Activity" (hereinafter, **EVENT(S)**) sponsored and/or conducted by Harley-Davidson, Inc., Harley-Davidson Motor Company, the Harley Owners Group, authorized Harley-Davidson dealer(s) and/or local H.O.G. chartered chapter(s) and their respective officers, directors, employees and agents (hereinafter, the "**RELEASED PARTIES**") releases and holds harmless the "**RELEASED PARTIES**" from any and all claims and demands, rights and causes of action of any kind whatsoever which I now have or later may have against the "**RELEASED PARTIES**" in any way resulting from, arising out of, or in connection with the performance of their chapter duties and my participation in any said **EVENT(S)**.

This Release extends to any and all claims I have or later may have against the "**RELEASED PARTIES**" resulting from or arising out of their performance of their chapter duties whether or not such claims result from negligence (except willful neglect) on the part of any or all of the "**RELEASED PARTIES**" with respect to the **EVENT(S)** or with respect to the conditions, qualifications, instructions, rules or procedures under which the **EVENT(S)** are conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE "**RELEASED PARTIES**" FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR CHAPTER DUTIES IN SPONSORING, PLANNING OR CONDUCTING THE EVENTS.

I am experienced in and familiar with the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling. I am voluntarily participating in the **EVENT(S)** and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of my participation in the events, and any negligence (except willful neglect) on the part of any or all of the "**RELEASED PARTIES**" in performing their chapter duties.

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this release and Indemnification Agreement, including but not limited to Section 1542 of the California Civil Code which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the "**RELEASED PARTIES**."

THIS IS A RELEASE – READ BEFORE SIGNING

- Rider -

- Passenger -

Signature _____

Signature _____

Print Name _____

Print Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Date _____

Date _____

Chapter Name: _____ Date: _____

Event Name/Location: _____

CHAPTER EVENT RELEASE FORM FOR MINORS

In consideration of my minor child ("the **Minor**") being permitted to participate in a "Ride," "Poker Run," "Rally," "Field Meet" or "Activity" (hereinafter, **EVENT(S)**) sponsored and/or conducted by Harley-Davidson, Inc., Harley-Davidson Motor Company, the Harley Owners Group, authorized Harley-Davidson dealer(s) and/or local H.O.G. chartered chapter(s) and their respective officers, directors, employees and agents (hereinafter, the "**RELEASED PARTIES**") I agree as follows:

1. I know the nature of the **EVENT(S)** and the **Minor's** experience and capabilities, and believe the Minor to be qualified to participate, in the **EVENT(S)** or enter into restricted areas where the **EVENT(S)** are conducted. IF I OR THE **MINOR** BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE **MINOR** TO IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE **EVENT(S)** AND/OR LEAVE THE RESTRICTED AREA.
2. I FULLY UNDERSTAND and will instruct the **Minor** that: (a) THE ACTIVITIES OF THE **EVENT(S)** MAY BE DANGEROUS and participation in the **EVENT(S)** and/or entry into Restricted Areas may involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("**RISKS**"); (b) these Risks and dangers may be caused by the **Minor's** own actions or inactions, the actions or inactions of others participating in the **EVENT(S)**, the rules of the **EVENT(S)**, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "**RELEASED PARTIES**" in performing their chapter duties ; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE **MINOR'S** FUTURE.
3. I consent to the **Minor's** participation in the **EVENT(S)** and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "**RELEASED PARTIES**" IN PERFORMING THEIR CHAPTER DUTIES.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the "**RELEASED PARTIES**" sponsors, advertisers, owners and lessors of the premises used to conduct the **EVENT(S)**, FROM ALL LIABILITY TO ME, THE **MINOR**, my and the minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "**RELEASED PARTIES**" in performing their chapter duties.
5. If, despite, this release, I, the **Minor** or anyone on the **Minor's** behalf makes a claim against any of the "**RELEASED PARTIES**" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "**RELEASED PARTIES**" and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "**RELEASED PARTIES**" NAMED ABOVE, ASSERTING NEGLIGENCE ON THE PART OF THE "**RELEASED PARTIES**" in performing their chapter duties.
6. I sign this agreement on my own behalf and on behalf of the **Minor**.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE **MINOR** WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE "**RELEASED PARTIES**" FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Child's Name (printed) _____

Signature of Parent or Guardian

Printed Name of Parent or Guardian

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT

NAME OF EVENT _____ DATE _____

LOCATION _____

I have obtained my parent's consent to participate in the **ACTIVITIES** conducted over the course of the above **EVENT(S)** and/or enter into restricted areas. I understand that I am assuming all of the risks of personal injury which might occur during the **EVENT ACTIVITIES** and I state the following:

1. Both my parents and I believe I am qualified to participate in the **EVENT ACTIVITIES** and/or enter into restricted areas established in connection with the **EVENT ACTIVITIES**. I will inspect the area and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the **EVENT ACTIVITIES**.
2. I understand that the **EVENT ACTIVITIES MAY BE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.**
3. I know that these risks and dangers may be caused by my own actions or inaction, the action or inaction of others participating in the **EVENT ACTIVITIES**, the rules of the **EVENT ACTIVITIES**, the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the **EVENT ACTIVITIES**.

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE