

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 Signature _____ Passenger Signature _____

Print Name _____ Print Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Date _____ Date _____

THIS FORM MUST BE SIGNED AND RETURNED TO YOUR CHAPTER

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.

Print Child's Name

Signature of Parent or Guardian

Date

Witness

Date