

# Black Diamond Beemers Motorcycle Club

## Event Release Form

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Inconsideration of the opportunity to participate in any event, including meetings which are sponsored by and/or conducted in whole or in part by the Black Diamond Beemers, its officers, directors and members, hereafter referred to as the RELEASED PARTIES, I on my own behalf and on behalf of my participating family members, our heirs, personal representatives, successors and assigns, hereby release and hold harmless the RELEASED PARTIES from any and all claims, demands, rights, and causes of action of any kind whatsoever which I/we have now or may later have against the RELEASED PARTIES in any way resulting from, arising out of, or in connection with the performance and/or involvement with/of any such event and/or from any claim that may arise from my/our participation in any event.

Furthermore, in consideration of my having a minor (for which I am the parent, legal guardian, or otherwise responsible, his/her/their heirs, personal representatives or assigns) participates in any Black Diamond Beemer Motorcycle Club event, on behalf of said minor, his/her/ estate, personal representatives or assigns, I hereby give the same release as stated in the above and following paragraphs as it would apply to the said minor.

This release applies to any kind of situation, whether it relates to negligence, conditions, instructions, rules or procedures related to the event. I UNDERSTAND THAT BY SIGNING THIS, I AGREE THAT I WILL NOT SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY THAT MIGHT RESULT TO ME OR SAID MINOR OR MY SAID MINORS'S PROPERTY ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF ANYTHING ASSOCIATED OR CONNECTED WITH THE SPONSORING PLANNING OR CONDUCTING THE EVENT.

I represent that I am familiar with the operation of motorcycles and I fully understand that there are serious risks and dangers involved in motorcycling and motorcycle events. I will be voluntarily participating in any event and I further agree and understand that I am assuming the entire and whole risk of any accidents or personal injuries or property loss, including death or serious bodily injury, as a result of participating in any of the events.

In the event that a minor, whom I may bring to any such event, is involved in the participation of any such event, I represent that the minor's experience and capabilities are such that said minor is capable of and qualified to participate in any such events. Additionally, in case there is any activity or area that might be unsafe I will instruct said minor and I will appropriately restrict said minor's participation in such event, activity, or area. Furthermore, regarding the minor, I WILL ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, DAMAGES OR PERSONAL INJURIES, FOR ANY SUCH RISKS, KNOWN AND UNKNOWN, EVEN IF CAUSED IN WHOLE OR IN PART, BY NEGLIGENCE OF THE RELEASED PARTIES IN CONNECTION WITH THE PERFORMANCE OF ANYTHING ASSOCIATED OR CONNECTED WITH THE SPONSORING, PLANNING OR CONDUCTING OF THE EVENT.

Also despite this release agreement and covenant, if I, or anyone on behalf of the minor, makes any claim against any of the Released Parties, I agree to indemnify and hold harmless the Released Parties from any and all claim and litigation expenses, attorney's fees, loss, liability, damage or cost that they may occur due to the claim brought against them. This means that I will be responsible for seeing that these expenses get paid.

I further agree to waive (give up) any rights that I may have by Pennsylvania state law which might limit or void the scope and /or effect of this release and indemnification agreement.

This release is effective until April 1, 2010.

THIS IS A RELEASE - READ BEFORE SIGNING

Signature \_\_\_\_\_

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

Street Address \_\_\_\_\_

City, \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Date: \_\_\_\_\_