



Expresso Riders Motorcycle Club

BMW MOA Chartered Club #340



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Print Participant name: _____

Waiver: In consideration of being permitted to participate in any way in The EXR Treasures of Yosemite Motorcycle Rally, hereinafter called "The Rally", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Expresso Riders Motorcycle Club, hereinafter called "The Club", its officers or agents from liability from any and all claims including the negligence of The Club, its officers and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Rally.

Assumption of Risks: Participation in The Rally carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, fractures of bones and/or limbs, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I freely agree to INDEMNIFY AND HOLD The Club HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Rally and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Permissions: The Club has my permission to use my photograph, video and audio recordings, likeness, artwork, profile and/or story in this and future publications, web pages and other promotional materials produced, used by and representing The Club. I understand the circulation of the materials could be worldwide and that there will be no compensation to me for this use.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date

Street Address

City, State, and Zip