

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Ride Dates: \_\_\_\_\_

The undersigned motorcycle rider "Rider", on behalf of Rider and Rider's estate, personal representatives, heirs, next of kin, devisees, survivors, successors and assigns to the fullest extent allowed by law, in consideration being permitted to participate and take part in a motorcycle ride on the date stated above, organized and conducted by or under the auspices of BMW CLUB SOUTH COAST RIDERS ("SCBMWRC"), the receipt and sufficiency of which consideration are hereby acknowledged, hereby agrees to, represents and acknowledges the following:

**1. - RIDER REPRESENTS AND WARRANTS** that Rider is fully licensed and insured in compliance with the laws and regulations of the State of California to operate and ride a motorcycle, that Rider is of sound mind and body, that Rider's ability to operate and ride a motorcycle safely and responsibly is not impaired by any physical, emotional, medical, psychological or psychiatric condition or any medication, substance, soporific or intoxicant of any kind whatsoever, that Rider has carefully inspected the motorcycle which Rider will use on the Ride, that the motorcycle is safe for Rider to ride and operate, and that the motorcycle is in compliance with all applicable local, state and federal rules, regulations and laws.

**2. - RIDER ACKNOWLEDGES AND AGREES** that Rider is not relying on any member of "SCBMWRC" to provide, ensure or monitor safety or traffic control on the Ride.

**3. - RIDER PROMISES, REPRESENTS AND WARRANTS** that Rider will not engage in any unlawful, unsafe, negligent, reckless, discourteous or wrongful conduct at all times during the Ride, that Rider will at all times during the Ride comply with all traffic laws and regulations applicable to the Ride, and that Rider will be courteous to other riders, drivers and pedestrians and be safe and careful at all times during the Ride.

**4. - RIDER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** or bring any legal action, complaint, demand, cause or claim against "SCBMWRC" or any of "SCBMWRC" People (Officers, Directors and Ride Leaders) for (1) any and all loss, damage, death, dismemberment, disability or injury that occurs during the Ride to Rider or to Rider's motorcycle, clothing, personal property or equipment, no matter whether the loss, damage, death, dismemberment, disability or injury is caused by Rider, by any third person who is not participant on the Ride, by any governmental entity, by any participant on the Ride, by Rider's motorcycle, by street, weather or traffic conditions, or by the ordinary negligence of "SCBMWRC" or any of "SCBMWRC" People, for (2) for any traffic violation or other violation of law with which Rider may be charged during or arising out of the Ride, and for (3) indemnity or contribution for any liability that Rider may incur to third persons for injury or damage to them or their property resulting from the Ride, including but not limited other riders on the Ride, third persons not participating in the Ride or to "SCBMWRC" or any "SCBMWRC" People.

**5. - RIDER ACKNOWLEDGES, UNDERSTANDS AND AGREES** that motorcycle riding, Rider's participation in the Ride, and the Ride itself are inherently risky, dangerous, hazardous activities that can cause death, dismemberment, disability or injury, that the are beyond the control of "SCBMWRC" and "SCBMWRC's" People, and that "SCBMWRC" and "SCBMWRC's" People do not and will not ensure, and are not responsible for ensuring, the safety of the Rider or others during the Ride.

**6. - RIDER HEREBY ASSUMES THE RISK** that Rider can, may or will be harmed, injured, killed, maimed, incapacitated, dismembered or disabled, be charged with traffic violations of

law, incur the loss of, or damage to, Rider's motorcycle, personal property or equipment, or become liable to "SCBMWRC", "SCBMWRC's" People, other riders or others by causing them injury or damage, all while or as a result of participating in the Ride.

**7. - RIDER HEREBY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS "SCBMWRC" and "SCBMWRC's" People at Rider's sole cost and expense from any loss, liability, damage, claim, action, lawsuit or other legal or administrative proceeding which may be brought against "SCBMWRC", "SCBMWRC's" People or any of them, by any third party or governmental entity caused or allegedly caused by Rider during the Ride or by Rider's participation in the Ride.**

**8. Rider further acknowledges, represents and agrees that RIDER HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNED THIS DOCUMENT AND AGREED TO ITS TERMS, AND THAT NO ORAL REPRESENTATIONS INDUCMENTS HAVE BEEN MADE BY "SCBMWRC" OR ANY OF "SCBMWRC'S" PEOPLE WHICH ARE CONTRARY TO OR INCONSISTENT WITH THIS DOCUMENT.**

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