

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read carefully before signing.

In order that I be allowed to participate in today's ride or event and in future rides and events organized and/or sponsored by the New York Scooter Club (each, an "Event"):

1. I REPRESENT AND WARRANT that (a) I am eighteen (18) years of age or older, (b) I possess a valid motorcycle license or motorcycle learner permit, and (c) the vehicle I will be operating during the Event is properly registered, insured, and roadworthy.
2. I UNDERSTAND that participation in the Event involves RISKS AND DANGERS, BOTH KNOWN AND UNKNOWN, of serious BODILY INJURY, including PERMANENT DISABILITY, PARALYSIS, DEATH, and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
3. I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL SUCH RISKS OF BODILY INJURY OR DEATH TO MYSELF, OR OF PROPERTY DAMAGE TO MY PROPERTY arising out of or related to my participation in the Event, even if caused, in whole or in part, by the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I UNDERSTAND AND AGREE that, although I have been supplied with certain information about the group rides taking place during the Event, the nature of the Event does not permit me to inspect the prescribed course or any portion if the prescribed course or the immediately adjacent areas thereof which I may come in contact during the Event prior to my participation in the Event. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the Event.
5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES (AS DEFINED BELOW) FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, NEXT OF KIN, HEIRS AND ASSIGNS FOR ANY AND ALL LOSS OR DAMAGE, ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE EVENT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. For purposes of this Agreement, "RELEASEES" means all persons involved, in any manner, in the activities occurring in connection with the Event, including without limitation (a) Event planners, organizers, leaders, coordinators and volunteers, (b) sponsors, attendees and/or participants, (c) owners, lessors, and lessees of premises used to conduct the Event, and (d) any of their respective owners, shareholders, members, directors, managers, officers, administrators, employees, or agents. For avoidance of doubt, Releasees shall include, but not be limited to, the New York Scooter Club, Inc. and its directors, officers, members and agents.
6. I HEREBY AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost that any of them may incur due to claims brought against the RELEASEES arising out of injury or death while I am participating in the Event and WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. I HEREBY AGREE that this agreement shall be binding and enforceable against me, my personal representatives, agents, spouse, assigns, heirs, and next of kin without limitation. In the event that any provision of this agreement is determined to be invalid, unenforceable or otherwise illegal under applicable law, such provision shall be deemed restated to reflect as nearly as possible its original intent and shall not, in any event, affect any other provision.
8. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

Printed Name

Signature

Date
