

**ED'S LAST RESORT MINI- ENDURANCE RALLY
DISCLAIMER, RELEASE, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

I, the undersigned rider, acknowledge and understand that Ed's Last Resort Mini-Endurance Rally is a motorcycle endurance rally. I am participating in Ed's Last Resort Mini-Rally voluntarily, and agree to hold no one but myself accountable for any damages, losses, injuries, or death which may arise as a result of participation in this event.

I understand that Ed's Last Resort Mini-Rally is not a race and excessive speeding will not be tolerated. I further understand that motorcycling is an inherently dangerous activity which should only be undertaken by competent, experienced individuals. I acknowledge that during the course of the rally, I will be subjecting myself to hazards above and beyond those encountered in everyday motorcycle-related activities. I accept full and complete responsibility for my own safety during the rally. I am fully aware that motorcycling under the best of conditions, let alone adverse road, light, weather, rider, and traffic conditions is inherently dangerous, and could result in injury, or death. I knowingly and voluntarily accept these risks, and the responsibilities, which I may incur or which I may cause to another, as a condition of participation in Ed's Last Resort Mini-Rally, and hereby waive any and all claims I have or may have against Ed's Last Resort Mini-Rally. I further agree to defend, indemnify and hold harmless the rally, its organizers, sponsors, volunteers, agents and participants from all claims asserted against them by third parties arising out of my conduct during the rally.

Now therefore, in consideration for being permitted to participate in Ed's Last Resort Mini-Endurance Rally, the undersigned:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Ed's Last Resort, and its related companies, the officers, the directors, the management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, ground owner, officials, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referenced to as "releases", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in injury to or the death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in Ed's Last Resort - Mini Rally; and,

2. FURTHER AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in Ed's Last Resort Mini-Endurance Rally and whether caused by the negligence of the releases or otherwise; and,

3. FURTHER AGREES that in order to participate in this event, the undersigned rider must provide or present a valid operator's license

and proof of personal injury and property damage liability insurance coverage in such amounts as may be required in the sole discretion of the releases; and,

4. FURTHER AGREES that while participating in Ed's Last Resort Mini-Rally, he or she will not ride while under the influence of alcohol or any substance which affects the ability to operate or control hi or her vehicle; and,

5. FURTHER AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statues, ordinances, or regulation and shall be personally liable for all fines and penalties for traffic laws violations.

6. FURTHER AGREES to wear minimum safety apparel as required by state law(s). Minimum safety apparel for these purposes may include a Department of Transportation-approved safety helmet. Rider and passengers are strongly advised to wear a helmet whether required by law to do so or not, and are strongly advised to wear glasses, goggles or a face shield and additional protective outerwear such as gloves, long-sleeved protective jacket, boots, and long protective trousers, or protective riding suit while participating in Ed's Last Resort Mini-Rally . Rider acknowledges and understands that failure to wear proper safety apparel may result in the rider's injury or death.

7. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

The UNDERSIGNED expressly acknowledges and agrees that activities associated with the event are dangerous and involve the risk of serious injury and/or property damage.

THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad an inclusive as is permitted by any city, county, state, or federal jurisdiction which THE UNDERSIGNED might pass during his or her participation on Ed's Last Resort Mini-Rally.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written have been made.

THE UNDERSIGNED ALSO AGREES TO release the use of any photos, slides, videotapes, motion picture film, computer images, electronic or written mail, etc. that might contain the UNDERSIGNED for future use in promotional and/or informational activities as deemed appropriate by any of the releases.

Signed by me, this _____ day of _____

Signature

Print Name

Sworn to and Subscribed before me
This _____ day of _____

Notary Public for

My Commission expires:

(Seal)