

WAIVER AND RELEASE OF LIABILITY

Palm Springs Area Desmo Owners Club

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS - READ CAREFULLY BEFORE SIGNING

I understand that there are inherent risks and dangers in participating in the activities of the Palm Springs Area Desmo Owners Club, which may include but not be limited to group motorcycle rides, social gatherings, meetings, promotions or other events organized or promoted by or on behalf of, the Palm Springs Area Desmo Owners Club, (collectively 'the Event'). I acknowledge that such risks and dangers include, but are not limited to death, illness, serious bodily injury, and property loss. I also understand that in consideration for being permitted to participate in the Event, I hereby take the following actions for myself as well as my heirs, assigns, next of kin, successors, executors, administrators, and legal representatives:

1. I agree to assume all risks of death, illness, injury, property damage and/or loss while participating in the Event, and to release, waive all rights against, and hold harmless the Palm Springs Area Desmo Owners Club, its officers, members, employees, agents, contractors, sponsors, officials, and volunteers; (collectively the entities and persons described in this Section 1, the "Releases").

2. I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that I may suffer in connection with the Event, including, but not limited to death, illness, injury, and property damage and/or loss arising from among other things, (a) negligence or carelessness of the part of the Releases, including, but not limited to negligent rescue operations, from dangerous or defective equipment or property owned, maintained or controlled by the Releases, or because of liability without fault, even if caused by the actions or omissions of others and/or (b) terrain, facilities, weather, temperature, vehicular traffic and other hazards or conditions.

3. I understand and agree that this release will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or cause of action that I may have or have had, whether under statutory or common law existing now or in the future, on my own behalf and on behalf of my survivors, heirs, estate, whether past, present, or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in the Event. I fully understand that I cannot hereafter make further claims or seek any further recovery of any nature whatsoever against my Releasees based upon, arising out of, or in connection with the Event, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omissions of any Releasee. This release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Releasee arising out of the Event.

4. I hereby indemnify and hold harmless the Releasee from any and all liabilities or claims made by other individuals or entities as a result of my actions during the Event, including any litigation, expenses, attorney's fees, loss, liability, damage, or cost which may occur as a result of any such claims. This Waiver and Release of Liability shall be in accordance with, and governed by California law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

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I certify that I am at least 18 years of age on the date hereof and that I have carefully read this Waiver and Release of Liability and fully understand its contents. I am aware that this is a waiver and release of liability and I sign this of my own free will.

Name: _____ Date: _____

Signature: _____ Driver's License: _____

Emergency Contact: _____ Tel: _____