

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1. WAIVER AND RELEASE:** In consideration for participating in a Car Cruise/Motorcycle Cruise held on SEPTEMBER 28, 2024 (the “**Event**”) to benefit the Lorena Schulte & Robert McFarland Scholarship Foundation (“**LRSF**”). I do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO HOLD LIABLE the LRSF and/or any of its officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action of whatever kind or nature whatsoever arising out of or related to any injury, loss, or damage that may occur in relation to my participation in the Event REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
- 2. ASSUMPTION OF RISKS:** I am fully aware of the risks and hazards connected the Event and I hereby voluntarily assume full responsibility for any risks present in such location, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
- 3. HOLD HARMLESS:** I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys’ fees that Releases may incur as a result of my participation in the Event, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
- 4. INSURANCE:** I understand that the LRSF assumes no responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of my injury, illness, death, or damage to my property. I expressly waive any such claim for compensation or liability on the part of the LRSF.
- 5. MEDICAL TREATMENT:** I hereby Release and forever discharge the LRSF and its agents, officers, and employees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Event benefitting the LRSF.
- 6.** I do agree to follow all local, city and state laws during the Event. I also agree that the vehicle I am using during the Event is “street legal”.
- 7. OTHER:** It is my express intent that this Waiver and Hold Harmless Agreement shall bind myself, and I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa and that any mediation, suit, or other proceeding must be filed or entered into only in Iowa and the federal or state courts of Iowa. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

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Date

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Participant Signature

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Print Name