## INDIAN MOTORCYCLE RIDERS GROUP<sup>®</sup> LOCAL CHAPTER MEMBERSHIP ENROLLMENT FORM AND RELEASE

Chapter Name <u>Daytona Beach #1949</u> Member Name Address	RIDERS GROUP
City	StateZIP
Phone	
E-mail	
Preference for communication and updates: $\Box$	Facebook Group 🗌 Email 🗌 Website

I have read the Annual Charter for Indian Motorcycle Riders Group.® Chapters and hereby agree to abide by it as a member of this dealer sponsored Chapter.

I recognize that while this Chapter is chartered with Indian Motorcycle Riders Group<sup>®</sup> it remains a separate, independent entity solely responsible for its actions.

## THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

I agree that the Sponsoring Dealer, Indian Motorcycle Riders Group<sup>®</sup> (IMRG<sup>™</sup>), Indian Motorcycle<sup>®</sup> Company, Polaris Industries Inc., my Chapter and each of their respective affiliates, officers, directors, employees, agents, successors and assigns (the "Released Parties") will not be liable or responsible for injury to me (including serious injury or death) or damage to my property occurring during any Indian Motorcycle Riders Group<sup>®</sup> activities. I understand and agree that all Indian Motorcycle Riders Group<sup>®</sup> members and their guests participate voluntarily and at their own risk in all Indian Motorcycle Riders Group<sup>®</sup> activities and I assume all risks of injury and damage related to my participation in those activities. These risks include serious injury and/or death caused by loss of vehicle control, vehicle mechanical failures, dangerous or improperly maintained roads, improperly selected routes, my own negligent acts, the negligent acts of other riders, and the potential negligence of the Released Parties, including the failure to adequately warn against or protect me from these risks.

I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND that I have or may in the future have relating to

Indian Motorcycle Riders Group<sup>®</sup> activities, whether directly or by subrogation or otherwise, against the Released Parties, and TO RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL LIABILITY for any liability, loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in such activities. I understand that this waiver and release does not extend to intentionally wrongful acts on the part of the Released Parties.

I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CODE, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me may have materially affected my decision to sign this release.

THIS ACREEMENT SHALL BE GOVERNED BY MINNESOTA LAW, without regard to its choice of law rules. Any dispute or claim relating to this Agreement or the Event shall be finally resolved by BINDING ARBITRATION under the United States Arbitration Act in the state of Minnesota.

I HAVE READ THIS RELEASE PRIOR TO SIGNING IT. I UNDERSTAND THIS RELEASE, AND I AM NOT RELYING ON ANY OTHER STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY NEXT OF KIN MAY HAVE AGAINST THE RELEASED PARTIES.

