

FLOOD RUN FOUNDATION, INC. - FLOOD RUN RIDER SIGN-UP SHEET

www.floodrunrally.com

_____ Spring Date: ____/____/20____; or _____ Fall: ____/____/20____.

First: _____ Middle Initial: _____ Last: _____

Phone: _____ Email: _____

Address – Line 1: _____

City: _____ State: _____ Zip Code: _____

DO NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS

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

In consideration of being permitted to participate in any way in the Flood Run Events or activities (Event(s)) or being permitted to enter for any purpose any Restricted Area (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I, for myself, my personal representatives, heirs and next of kin, and any minor accompanying me, or any adult accompanying me as a motorcycle passenger:

A) Acknowledge, agree and represent that I have or will immediately upon entering any of such Restricted Area(s) and continuously thereafter, will inspect the Restricted Area(s) which I enter, and I further agree and warrant that if at any time I am in or about Restricted Area(s) and I feel or believe anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the Restricted Area(s) and/or refuse to participate further in the Event(s).

B) Hereby release, waiver, discharge and covenant not to sue Flood Run Foundation, Inc., Harbor Bar, Inc., and the Flood Run Event Sponsors and advertisers, their directors, officers, agents and employees ("Releasees"), from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin, and any minor accompanying me, or any adult accompanying me as a motorcycle passenger, from and 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 death of the undersigned or any minor accompanying me, or any adult accompanying me as aforesaid arising out of or related to the Event(s), however caused, and whether caused by the negligence of the releases or otherwise.

C) Hereby agree to indemnify and save and hold harmless the Releasees and their insurance carrier, and each of them from any loss, liability, damage, or cost they may suffer or incur arising out of or related to the Event(s) however caused, whether caused by the negligence of the Releasees or otherwise. Hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event(s), however caused, and whether caused by the negligence of Releasees or otherwise. Hereby acknowledge that the activities of the Event(s) are potentially very dangerous and involve the risk of serious injury and/or death and/or property damage. The Event(s) involve motorcycle driving and participation in large group events. I also expressly acknowledge that injuries suffered may be compounded or increased by rescue operations or procedures of Releasees. If, despite this release, I or anyone on my behalf or any minor accompanying me, or any adult accompanying me as a motorcycle passenger, makes a claim against any of the Releasees named above, I agree to indemnify and save and hold harmless the Releasees and their insurer, and each of them from any litigation expenses, attorneys fees, loss, liability, damage, or costs they may incur due to the claim made, however caused, and whether the claim is based on the negligence of the Releasee or otherwise. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all loss or damage on account of injury to person to property arising out of or related to the Event(s) and all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as it permitted by the laws of the States of Wisconsin and Minnesota in which the Event(s) is/are conducted and that if any thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

D) I have read this Agreement carefully prior to signing it.

E) I understand that I am waiving certain legal rights by signing this Agreement.

F) I understand that motorcycle liability insurance is required to operate a motorcycle in connection with the Event(s) and

G) I agree to maintain same in the minimum amounts required by the States of Wisconsin and Minnesota during my participation in the Event(s).

As a Rider participant in the _____ Flood Run to be held in the spring and Fall.

I agree:

1) 2) 3) 4) 5) 6) I am voluntarily participating in a motorcycle event and understand the risks associated with such an event, including the inherent risks of operating a motorcycle and attending functions involving large groups of persons and/or motorcycles and other vehicles.

I release Flood Run Foundation, Inc., Harbor Bar, Inc. and all of the Sponsors of the Flood Run Event, as well as their employees, from any liability for injury, loss or damage to my person or property or the person or property of any minor under my care, custody or control, and any passenger, minor or adult, riding with me or otherwise participating with me in the event.

I acknowledge that drinking alcohol or using drugs and operating any motor vehicle, including a motorcycle, does not mix.

I acknowledge that the Flood Run is opposed to any combination of consuming alcohol or drugs while participating in the event whether or not operating a motorcycle or other vehicle.

I have read the attached Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and agree to each of the terms thereof.

I agree to have in force during the entire time I participate in the Flood Run Event(s) a policy of liability insurance which complies with the mandatory minimum state liability insurance requirements for my participating motorcycle or other vehicle for the State of Wisconsin and the State of Minnesota.

I agree that Flood Run Foundation, Inc. may collect and disseminate in such manner as it or its assignees, in their sole discretion determine and permit, my name, address, phone number, email address and any demographics pertaining to me.

Date: _____ Signature: _____