

Silverton Volunteer Fire Company

Annual Fall Festival Poker Run Liability Waiver

Release and Waiver of Liability and Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include the Silverton Volunteer Fire Company, their affiliates, officers, directors, managers, employees, representatives, agents and volunteers, and their successors-in-interest, if any.

- 1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the releases from all liability to the undersigned, their personal representatives, heirs and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned.
- 2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the release 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 the event and whether caused by the negligence of the released or otherwise.
- 3. THE UNDERSIGNED ACKNOWLEDGES, AGREES AND UNDERSTANDS** that the use of motorcycles and/or motor vehicles for the event may involve risk to participant's person and property, including personal injury, disability, paralysis, or death, and damages which may arise therefrom, and the undersigned has full knowledge of such risk.
- 4. THE UNDERSIGNED AGREES** that he or she will use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.
- 5. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that not oral representations, statements or inducements apart from the foregoing written agreement have been made.

PRINT RIDERS NAME

RIDERS SIGNATURE

DATE

PRINT PASSENGERS NAME

PASSENGERS SIGNATURE

DATE

