

2022 Howard E. Vander Clute, Jr. Memorial Motorcycle Ride



Kansas City, MO – Saturday, July 16, 2022

Voluntary Release, Assumption of Risk, and Indemnity Agreement

I, _____, am requesting to participate in the Howard E. Vander Clute, Jr. Memorial Motorcycle Ride (“the Event”), hosted by Veterans of Foreign Wars of the United States.

I understand and accept that participating in and/or observing the Event has inherent risks, dangers, and hazards, including crashes, collisions, fires, explosions, slips, falls, sun exposure, inclement weather, uneven terrain, potholes, wildlife, vehicular traffic, and other dangers. I am aware that other motorcyclists and vehicles will be in my vicinity and pose a further danger to me.

I further understand and accept that the Event involves driving, riding, and/or being in the vicinity of motorcycles, and such activities could result in property damage, bodily injury, disability, or death.

In consideration of the being able to participate in and/or observe the Event, on behalf of myself, my personal representatives, heirs, next of kin, successors in interest, spouse, and assigns, I hereby:

1. RELEASE, DISCHARGE and COVENANT NOT TO SUE Veterans of Foreign Wars of the United States and its affiliates, their directors, officers, partners, managers, members,

employees, and any person or entity hosting or coordinating the Event (all hereinafter collectively referred to as "Releasees") from any and all claims and liability arising out of strict liability or the ordinary negligence of the Releasees or any other participants which directly or indirectly causes me personal injury, illness, death, damages, or property damage while driving, riding, observing, participating in, or any other activity set forth in the preceding paragraphs. I hereby covenant to hold Releasees harmless and indemnify Releasees for any actions, suits, claims, judgments, demands, costs and attorneys' fees or expenses Releasees may incur arising out of my participation in the Event.

2. I UNDERSTAND that my participation in and/or observation of the Event contains the possibility of DANGER AND RISK OF INJURY, ILLNESS, OR DEATH. I understand and voluntarily choose to accept these risks and participate in the Event despite the named risks and unnamed risks which are inherent in these activities. I VOLUNTARILY ELECT TO ACCEPT ALL RISKS CONNECTED WITH MY PARTICPATION IN AND/OR OBSERVATION OF THE EVENT.

3. I ACKNOWLEDGE that I am aware of the laws pertaining to operating a motor vehicle and motorcycle and will comply with all such laws in all applicable jurisdictions while participating in the Event. I acknowledge that I am responsible for my own equipment, including but not limited to any motorcycles, helmets, or protective gear used for the Event. I assume all risk for myself and assume all liability for injury caused to others, and hereby release Releasees for any failure in inspecting either myself, my vehicle, or my equipment. I am not an agent, servant or employee of Releasees. No oral representations or inducements have been made to me in order to obtain my signature on this Agreement. If any portion of this Agreement is held invalid, it is agreed by me that the balance thereof shall continue in full legal force and effect.

4. I ACKNOWLEDGE that I have the appropriate valid, state-issued driver's license or photo ID and that this is a drug-free and alcohol-free Event.

5. I AGREE that this Agreement shall apply to any incident, injury, illness, accident, or death occurring while I attend the Event, on July 16, 2022, and for any motorcycle rides or events for a period of one year after the execution of this Agreement.

6. I AGREE that this release is given on my own behalf and shall be binding upon me, my heirs, assigns and legal representatives of myself and my estate.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____, 20__.

(Signature)

(Printed Name)

(Street Address)

(City, State, Zip)

(Date of Birth)