

2024 141 POKER RUN RELEASE OF LIABILITY FORM

**All participants, prior to participating in this event, must read and sign the attached release form. Participation is voluntary; however, any party choosing not to sign this form will not be allowed to participate.**

I, the undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to participate in the 2024 141 Poker Run and related activities (hereinafter the "EVENTS") sponsored and/or conducted by the Gateway-Unawep Fire Department INC., its affiliates, volunteers, employees and/or agents (hereinafter the "RELEASED PARTIES"), hereby release and hold harmless the RELEASED PARTIES from any and all claims and demands, rights and causes of action of any kind whatsoever which I now have or later may have against the RELEASED PARTIES in any way resulting from, arising out of, or in connection with the performance of their duties and my participation in any said EVENTS. I understand that all participants of the EVENTS and their guests participate voluntarily and at their own risk.

This release extends to any and all claims I have or later may have against the RELEASED PARTIES, resulting from or arising out of their performance of their duties whether or not such claims result from negligence (except willful neglect) on the part of any or all of the RELEASED PARTIES with respect to the EVENTS or with respect to the conditions, qualification, instructions, rules or procedures under which the EVENTS are conducted or from any other cause whatsoever. **I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN SPONSORING, PLANNING OR CONDUCTING THE EVENTS.**

I hereby represent and warrant that I am experienced in and familiar with the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling. These include but are not limited to the following: collisions with other motorcycles or motor vehicles, being knocked from or falling off a motorcycle, being run over by a motorcycle or other motor vehicle or coming into unwanted contact with any motorcycle or motor vehicle. I am voluntarily participating in the EVENTS and I expressly agree to assume the entire risk of any participation in the EVENTS, and any injury, including paralysis or death, which I might sustain to my person and property as a result of my participation in the EVENTS, and any negligence (except willful neglect) on the part of any or all of the RELEASED PARTIES in performing their duties. I understand that if I am the driver, I am not allowed to bring any passengers that have not signed and submitted a release and, if any passenger is a minor, a release signed by a parent or guardian shall be submitted on such minor's behalf. A minor release is provided on the back of this form.

I further agree that the RELEASED PARTIES may take photos of this event and the photos may be used for advertising or publicity for an unlimited period of time without compensation to me. This release shall be binding upon me, my heirs, and legal representatives.

THIS IS A RELEASE — READ BEFORE SIGNING. BY SIGNING THIS RELEASE, I HEREBY REPRESENT, WARRANT AND CERTIFY THAT I HAVE READ THE PROVIDED 2024 141 POKER RUN RELEASE AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES.

**NOTE: If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.**

**Participants must be 18 years of age or older or have a Minor Release Form signed by a parent or guardian.**

**Please Complete the Following:**

**Rider Name** (Please Print): \_\_\_\_\_

**Rider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:**(     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**Passenger Name** (Please Print): \_\_\_\_\_

**Passenger Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:**(     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

Registration Paid: [ Yes / No ]

Payment Type: Cash      Check # \_\_\_\_\_      E-receipt #:

## 2024 141 POKER RUN MINOR RELEASE OF LIABILITY FORM

In consideration of my minor child/children (the "MINOR") being permitted to participate in 2024 141 Poker Run and all related activities (hereinafter the "EVENTS") sponsored and/or conducted by the Gateway-Unawep Fire Department INC., its affiliates, volunteers, employees and/or agents (hereinafter the "RELEASED PARTIES"), I AGREE AS FOLLOWS:

1 I know the nature of the EVENTS, the MINOR'S experience and capabilities, and believe the MINOR to be qualified to participate in the EVENTS or enter into areas where the EVENTS are conducted. IF THE MINOR OR I BELIEVE ANY AREA, PART OR PORTION OF THE EVENTS IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE EVENTS AND/OR LEAVE THE AREA WHERE THE EVENTS ARE CONDUCTED.

2 I fully understand and will instruct the MINOR that:

a) THE ACTIVITIES OF THE EVENTS AND/OR ENTRY INTO AREA WHERE THE EVENTS SHALL BE CONDUCTED MAY BE DANGEROUS AND MAY and may:

b) INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS").

c) These RISKS and related dangers may be caused by the MINOR'S own actions or inactions, and/or the actions or inactions of others participating in the EVENTS, the rules and inherent nature of the EVENTS, the conditions and layout of the premises and equipment, or the negligence of the RELEASED PARTIES in performing their duties.

d) There may be other RISKS not known to me or that are not readily foreseeable at this time.

3 Nonetheless, I hereby consent to the MINOR'S participation in the EVENTS and/or entry into restricted areas where the EVENTS shall be conducted and **HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE INJURIES, LOSSES, COSTS AND/OR DAMAGES AND FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES IN PERFORMING THEIR DUTIES.**

4 I hereby release, discharge and covenant not to sue the RELEASED PARTIES, EVENT sponsors, advertisers, owners, and lessees of the premises used to conduct the EVENTS from any and all liability to me, the MINOR, my and the MINOR'S personal representatives, assigns, heirs and next of kin, from and against any and all claims, losses, demands or damages on account of any injury, including but not limited to death or damage to property caused or alleged to have been caused, in whole or in part, by the negligence of the RELEASED PARTIES in performing their duties.

5 If, despite this Release, I, the MINOR, or anyone on the MINOR'S behalf makes a claim against any of the RELEASED PARTIES named above, I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASED PARTIES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES IN PERFORMING THEIR DUTIES.

6 I sign this agreement on my own behalf and on behalf of the MINOR. I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASED PARTIES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

7 I am the parent/legal guardian and have the legal right to sign this Release.

8 The MINOR and the undersigned parent/guardian represent that they have obtained, or have had the opportunity to obtain, legal advice from counsel of their own selection with respect to the meaning and effect of this Release, and that they execute this Agreement voluntarily.

THIS IS A RELEASE — READ BEFORE SIGNING. BY SIGNING THIS RELEASE, I HEREBY REPRESENT, WARRANT AND CERTIFY FOR MYSELF AND THE MINOR, THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES.

**NOTE: If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.**

MINOR:

\_\_\_\_\_

Name of Minor (Print Name)

Date of Birth: \_\_\_\_\_

PARENT/LEGAL GUARDIAN (if under 18 years of age):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_