

2013 JOEYS MOTORCYCLE RIDE FOR AUTISM

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

I/We, 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 "Ride", "Rally", or "Activity" (hereinafter "EVENT") sponsored and/or conducted under the name of the **AUTISM SPEAKS** and its affiliated entities and sponsors and their respective officers, directors, employees, and agents (hereinafter "RELEASED PARTIES") releases and holds harmless and covenants not to sue 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 and my participation in the "EVENT".

I/We hereby assume all of the risks of participating and/or volunteering in this activity or event, including by way of example and not limitation, any risks that may arise from the negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity or event, and have not been advised not to participate by a qualified medical professional. I certify that there are no health related reasons or problems which preclude my participation in this activity or event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and or illness during this activity or event.

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 (including gross negligence and negligent conditions) on the part of any or all of the "RELEASED PARTIES" with respect to the "EVENT" or with respect to the conditions, qualifications, instructions, rules, or procedures under which the "EVENT" is conducted.

I hereby agree to indemnify and save and hold harmless the "RELEASED PARTIES" and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the "RELEASED PARTIES" or otherwise.

I am a licensed experienced motorcycle operator, familiar with the operation of motorcycles, group riding, and fully understand the risks inherent with motorcycling. I am voluntarily participating in the "EVENT" and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and/or property as a result of my participation in the "EVENT" and any negligence (except willful neglect) on the part of any and all the "RELEASED PARTIES" in performing their duties during the "EVENT".

I agree the Released Parties shall have the nonexclusive right (with the right of sublicense), at no additional expense and on a royalty-free basis and without further approval, to use my name, signature, voice, likeness and photograph for licensing, advertising and promotions (each which shall include all forms of media) and manufacturing, distribution and sale of goods.

I expressly agree that this release is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. By signing the Release, I certify that I have read this Release and fully understand it and that I not relying on any statements or representations made by the "RELEASED PARTIES" regarding this "EVENT".

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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.

RIDER

Signature _____

Printed Name _____

Date _____

PASSENGER

Signature _____

Printed Name _____

Date _____

