

KMS MEMORIAL RIDE RELEASE AND AGREEMENT NOT TO SUE

EACH RIDER MUST SIGN AN INDIVIDUAL WAIVER.

I UNDERSTAND THAT BAD THINGS CAN HAPPEN WHEN RIDING A MOTORCYCLE. I, the undersigned, know and understand that the KMS Memorial Ride and its related events involve potentially hazardous or dangerous activities. I attend the KMS Memorial Ride and all related events out of my own free will and choice. In choosing to attend the KMS Memorial Ride and any related events, I fully accept and assume all risks, whether before, during or after the KMS Memorial Ride and its related events. These risks include physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperatures or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other riders or fixed objects, the conditions of the road, negligence of others and participating in events, including those along the route, and all other risks. I understand these and I waive any and all specific notice of the existence of them. I assume and will pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

IT'S OKAY TO HELP ME IF I GET HURT. I consent to administration of first aid and other medical treatment in the event of injury and release and indemnify Releasee's from any and all liability or claims arising out of such treatment.

I AM SMART ENOUGH AND STRONG ENOUGH TO RIDE A MOTORCYCLE SAFELY. I realize that the KMS Memorial Ride events require physical conditioning. I represent that I am in sound medical condition capable of participating in the KMS Memorial Ride events without risk to others or myself. I have no medical impediment that would endanger myself or others.

MY MOTORCYCLE IS SAFE TO RIDE. I will be solely responsible for the condition and adequacy of my motorcycle, safety gear and riding equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger either myself or others.

I WILL NOT SUE THE KMS RIDE, OR SPONSORS OR HELPERS, IF SOMETHING BAD HAPPENS. Knowing these facts and in consideration of my entry acceptance, admission to and/or participation in the KMS Memorial Ride and its related events, I for myself, spouse, heirs, next of kin, assigns or anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold the KMS Memorial Ride, and its members, sponsors, directors, officers, agents, and sponsoring clubs, communities and organizations, emergency and support personnel, volunteers, and their representatives; persons and entities that provide event recommendations, advice or services relating to matters such as route selection or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Minnesota, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, and successors of all of the above, harmless from any and all claims, demands, and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in the KMS Memorial Ride and its related events. My waiver and release of all claims, demands, actions and liabilities shall include with limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after the KMS Memorial Ride and its related events. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I understand that a situation may

arise during the KMS Memorial Ride and related events that may be beyond the control of the sponsors, promoters, organizers or others or may arise from negligence by them and accept and assume all risks of participation and/or attendance. No modifications or amendments to the standard entry form and the standard language of this waiver and release shall be binding unless they are accepted in a separate writing signed by the president of the KMS Memorial Ride.

I WILL FOLLOW THE RULES. I will abide by all the KMS Memorial Ride rules and regulations, and comply with Minnesota law. By signing this document, I consent that if I am the driver, I hold a valid driver's license w/motorcycle endorsement, and current insurance.

IT'S OKAY TO TAKE MY PICTURE. I understand that my name, address, photograph, voice and/or likeness may be used in promotional or advertising materials of or by the KMS Memorial Ride and its licensees. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. All photographs or other submissions taken by or given to the KMS Memorial Ride shall be the property of the KMS Memorial Ride. I also waive any privacy rights that may result from disclosure of information about me, including without limitation, in connection with provision of any medical services by the KMS Memorial Ride sponsors and organizations.

IF YOU GET SUED BECAUSE OF SOMETHING I DO, I'LL COVER THE DAMAGES. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, claims and expenses, including attorney's fees arising from or relating in any respect to my attendance and/or participation in the KMS Memorial Ride and/or its related events or my breach of this agreement.

I WON'T BE DRUNK OR STUPID ON THE RIDE. I will not become intoxicated while driving a motorcycle or any vehicle in accordance with the laws of the State of Minnesota. I understand that if I should become intoxicated while operating a vehicle on Minnesota streets or highways during this event, that I may be asked to leave by any Board of Directors member of the KMS Memorial Ride. I agree to do so of my own free will. I agree if I pose any safety risk that I may be turned away from this ride.

IF I AM NOT 18, MY PARENTS ARE SIGNING WITH ME. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release.

If special arrangements are required for individuals with disabilities to complete and submit this form or if translation to another language is required, please contact the KMS Memorial Ride, PO Box 327, Franklin, MN 55333; no later than 30 days before the annual ride. The KMS Memorial Ride will take those steps reasonably available to accommodate your request.

Si arreglos especiales son requeridos por personas incapacitadas para completar o someter este documento o si se requiere su traduccion a otra lengua, notifiquese KMS Memorial Ride, PO Box 327, Franklin, MN 55333. KMS tomara las medidas razonablemente disponibles para acomodar su solicitud.

I HAVE READ THE CAPTIONS AND THE TEXT OF THIS DOCUMENT. I UNDERSTAND IT AND VOLUNTARILY ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS.

******RIDE AT YOUR OWN RISK******

Print Driver's Name and Address _____

Signature _____

Parent Signature (if rider or passenger is under 18) _____

Print Passenger Name and Signature _____

Driver's License # _____

Motorcycle Insurance Co. and Policy # _____

Email Address _____ Ride Date: **8/12/2017**