

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for being allowed to participate in any activity (including but not limited to group motorcycle rides) organized, sponsored or otherwise arranged by Gold Country Harley Riders, Inc. (hereafter “GCHR”) I agree for myself (as well as my spouse and/or any other person who has standing to assert either a cause of action for wrongful death and/or loss of consortium) to the following:

1. ASSUMPTION OF ALL RISKS - I recognize that participating in any activity involving a motor vehicle involve an inherent risk of injury and even death. **I ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURY, INCLUDING MY OWN DEATH, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR ANY OTHER ACT OR OMISSION ON THE PART OF GCHR AND/OR ITS BOARD OF DIRECTORS, OFFICERS OR OTHER AGENTS.**

2. RELEASE OF ALL CLAIMS - **I FULLY RELEASE GCHR** and/or its board of directors, officers or other agents from any liability for any personal injuries, including my own death, arising or related in any way from my participation in any activity (including but not limited to group motorcycle rides) organized, sponsored or otherwise arranged by GCHR, whether caused, in whole or in part, by the **NEGLIGENCE OR ANY OTHER ACT OR OMISSION** on the part of GCHR and/or its board of directors, officers or other agents.

3. INDEMNIFICATION - I agree to defend and indemnify GCHR and its board of directors and all other officers against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and any other litigation costs, arising from (or alleged to be arising from) my own negligence or other act or omission.

4. LITIGATION - In any litigation regarding the validity or enforceability of this agreement, or any portion of it, the prevailing party shall be awarded attorney fees and costs of suit.

5. CALIFORNIA LAW - Any legal or equitable claim arising out of or related to this Release of Liability shall be governed by California law.

YOU ARE RELEASING IMPORTANT LEGAL RIGHTS BY SIGNING THIS AGREEMENT

I agree this Release of Liability shall remain valid and enforceable unless and until it is expressly revoked in writing and personally handed to an officer of GCHR.

Date: _____ Print Name: _____

Signature: _____