

[2017 IBEW Labor Day Bike Ride]
ACKNOWLEDGEMENT AND RELEASE OF LIABILITY FORM

ALL PARTICIPANTS, WHETHER DRIVERS OR PASSENGERS, PRIOR TO PARTICIPATING IN THIS EVENT, MUST READ AND SIGN THIS RELEASE FORM. PARTICIPATION IS VOLUNTARY; HOWEVER, ANY PARTY CHOOSING NOT TO SIGN THIS FORM WILL NOT BE ALLOWED TO PARTICIPATE.

As consideration for being allowed to participate in the 2017 IBEW Labor Day Bike Run (“the Event”), I hereby agree as follows:

1. 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 risks and dangers 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. These risks and dangers further include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders equipment, vehicular traffic, and actions of other people including, but not limited to organizers, participants, volunteers, spectators, and agents of the Event. I hereby expressly assume all of the risks of participating in the Event. I am voluntarily participating in the Event and I expressly agree to assume the entire risk of any participation in the Event, and any injury, including paralysis or death, which I might sustain to my person and property as a result of my participation in the Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting the Event and hereby, in accordance with this Acknowledgement and Release, do release them of all possible liability.
2. I certify I am at least 18 years old, and that I am physically fit with no known physical or mental impairment and have prepared for participation in the Event. I acknowledge that this Acknowledgement and Release of Liability Form will be used by the Event holders, sponsors and organizers of the Event), and that it will govern my actions and responsibilities at the Event. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the Event operate my motorcycle under the influence of any narcotic, alcohol or drug. I certify that I have fully adequate insurance to cover all medical claims, the motorcycle and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Event, the Event, the period between the end of the Event and my return to my final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate a motorcycle in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.
3. I understand that if I am the driver, I am not allowed to bring any passengers on the Event who have not signed and submitted an Acknowledgement and Release of Liability Form. I further understand that any passenger on my motorcycle participating in the Event shall be at least 18 years old.
4. If I am participating in the Event solely as a passenger, I understand and acknowledge all representations, warrants, agreements, and releases contained in this Acknowledgement and Release of Liability Form, provided however, that I do not certify that I am qualified to drive a motorcycle, nor that I have insurance to operate a motorcycle.
5. In consideration of my being permitted to participate in the Event, I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns: Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the Event or during my traveling to and from the Event,

the following entities or persons: IBEW Local No. 222 (“Local 222”), Local 222 officers, Local 222 employees, Local 222 representatives, Local 222 agents, Event Sponsors, and/or the Event volunteers (together hereafter “Released Parties”). 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 on the part of any or all of the Released Parties with respect to the Event or with respect to the conditions, qualification, instructions, rules or procedures under which the Event is 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 EVENT.**

6. In consideration of my being permitted to participate in the Event, I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns: agree to indemnify and hold harmless the Released Parties from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during the Event. Accordingly, I do hereby release and discharge the Released Parties from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in the Event.
7. This release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the Event. I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.
9. I certify I will wear the personal protective equipment while operating my motorcycle, or if applicable, while a passenger on a motorcycle, at the Event that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of the Event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the Event.
10. I agree that the Released Parties may take photos and/or videos of the Event and the photos and/or videos may be used for advertising or publicity for an unlimited time without compensation to me.
11. I understand and consent to this Acknowledgement and Release being conducted and signed by electronic means.

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

Signed: _____

Date: _____

Print Name: _____