



ANNUAL POKER RUN LIABILITY WAIVER RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Paid Not Paid

IT IS THE PURPOSE of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include the **Turtle Days Association &** their affiliates, officers, directors,

managers, employees, representatives, agents and volunteers, and their successors-in-interest, if any.

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the releases from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event.

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.

4. THE UNDERSIGNED ACKNOWLEDGES, AGREES AND UNDERSTANDS that the use of motorcycles for the event may involve risks to participant's person and property, including personal injury, disability, paralysis, or death, and damages which may arise therefrom, and that the undersigned has full knowledge of such risks.

5. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.

6. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Print Rider's Name: _____ Phone: _____

Address: _____

Signature of Rider: _____ Date: _____

Print Passenger's Name: _____

Signature of Passenger: _____ Date: _____

Pre-Registration Must be turned into DW Bar & Grill by June 1st

Turtle Days Poker Run Saturday June 8th, 2019

Details located on our Facebook Page & Website www.turtledays.com

Festival Dates June 12th – 15th, 2019