**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to participate in the 2017 Tomorrow’s Hope “Ride With a Buddy” event:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Tomorrow’s Hope, Jefferson County Fair Park, Jefferson County Sheriff’s Department, Jefferson Police Department, and Blue Knights, Wisconsin Chapter 2, their members, officers, directors, management, subdivision thereof, grounds operators, grounds owner(s), any participant, officials, promoters, sponsors, advertisers, owners and lessees of premises used to conduct or participate in the event, and each of them, their officers and employees, all for the purpose herein referred to collectively as “releasees”, from all liability to the undersigned, his or her 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 negligent, reckless or intentional actions of the releasees, event participants or otherwise while the undersigned is participating in the “Ride for Hope/Ride With a Buddy” event, hereinafter referred to as “event”.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees 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 negligent, reckless or intentional actions of the releasees, participants or otherwise while the undersigned is participating in the event.
3. DRIVERS agree as follows:
* That in order to participate in this event, he or she represents that he/she holds a valid operator’s license and registration for the vehicle to be driven at the event, and bodily injury liability insurance coverage in amounts no less than $100,000 per person/$300,000 per accident, and property damage in an amount no less than $25,000 per accident (a/k/a 100/300/25), and that such coverage remains in full force and effect on the date of the event.
* That while participating in the event, he or she will not ride or drive while under the influence of alcohol, drugs or any other substance that may affect the ability to operate, drive, or otherwise control his or her vehicle, and that the driver will not drive in any manner that could endanger the driver or his or her rider;
* That he or she will not use or operate any vehicle in violation or contravention of any municipal, county, state or federal laws, statutes, ordinance or regulation and shall be personally liable for all fines and penalties for any such violations; and
* That he or she will strictly follow the assigned travel route for the event without any deviation from its starting and finishing points at the Jefferson County Fair Park*,* Jefferson, Wisconsin.
1. DRIVERS AND RIDERS agree to wear the minimum safety apparel required by state law and to fasten their seatbelts, as applicable. Minimum safety apparel for motorcycle purposes may include a DOT-approved safety helmet. Motorcycle riders and drivers are strongly advised to wear a helmet whether required to do so by law or not, and are strongly advised to wear glasses, goggles or a face shield, as well as additional protective outerwear such as gloves, long sleeved jacket, boots and long pants while participating in the ride. The undersigned understands and acknowledges that the failure to wear proper safety apparel or fasten seat belts may result in injury or even death.
2. THE UNDERSIGNED assumes full responsibility for any and all risk of bodily injury, death or property damage due to the negligence, reckless or intentional action***s*** of the releasees, participants, or otherwise while the undersigned is participating in the event.
3. THE UNDERSIGNED expressly acknowledges and agrees that the foregoing Release and Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that, notwithstanding, the balance shall continue in full legal force and effect.
4. I GRANT PERMISSION to Tomorrow’s Hope, Inc. to use my photograph and/or any other record of my participation in Ride With a Buddy for any legitimate purpose. I understand that any and all photographs, recordings, and/or likenesses of me captured during Ride With a Buddy by Tomorrow’s Hope, Inc., its affiliated entities or contractors, and/or the media become the sole property of Tomorrow’s Hope, Inc. I grant the right, permission and authority to Tomorrow’s Hope, Inc. to use my name and any such photographs, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.
5. THE UNDERSIGNED has read and voluntarily signs the release and waiver and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**Dated:**

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**Participant’s Name – PRINTED**

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**Parent/Guardian Name PRINTED (if participant is a minor)**

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**Mailing Address**

 \_\_\_\_\_\_\_

**City State Zip Code**

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**Participant’s Signature (Parent/Guardian for Minor)**