

HOKA HEY



IT'S A GOOD

DAY TO RIDE

Motorcycle
CHALLENGE TM

**WAIVER &
RELEASE OF LIABILITY**

WAIVER AND RELEASE OF LIABILITY FOR THE HOKA HEY MOTORCYCLE CHALLENGE

Risks Associated with Participation

I acknowledge and realize that participation in an event such as the 2012 HOKA HEY MOTORCYCLE CHALLENGE™ (the "Event") is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and realize that my participation in the Event may result in severe mental stress and serious bodily injury and/or death to myself, or others. I further realize and understand that the route of the Event will require driving on public roadways upon which the hazards of traveling are to be expected. Further, I realize that participation in the Event will require strenuous physical and mental exertion as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

Assumption of the Risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death) and further acknowledge that further injury may result from a lack of healthcare facilities in some of the more remote areas of travel.

Compliance with Terms and Conditions of Entry

I agree to comply with all the Event's terms and conditions of entry. I acknowledge and understand that the Organizer of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions.

Release of Liability

In consideration for being permitted to participate in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns for any and all damages, injuries (including death), and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Event (including the application of emergency or medical services at the Event) even if the damages, injuries (including death), and/or claims are

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caused by the negligence of those persons listed above or otherwise. Further, I covenant not to sue the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my participation in the Event (including all legal costs associated with such claims).

Indemnification

I hereby agree to release, defend, indemnify, and hold harmless the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organizer may pay as a settlement or compromise of any such claims or liabilities.

I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.

Note: Please note that by completing the entry form and accepting these stipulations you are concluding a legally binding agreement with us to participate in the Event on the provisions set forth in the *Entry Requirements*, the *Legal Specifications* and the *Terms and Conditions*.

By signing below I declare that all the information contained on the entry form is correct and I acknowledge that I have read and understood and I agree in full to the waiver and indemnity and I accept all the terms and conditions relating to my participation in the Event.

In order to be considered for participation, all applicants are required to provide the following:

1. Application
2. Release & Waiver (signature page)
3. Terms & Conditions (signature page)
4. Payment:
 - The entry fee per motorcycle with one (1) rider is \$1,000. Riders may pay \$250 non-refundable deposit to secure a position in the Challenge with the balance due

