

**STURGIS OFF ROAD RALLY PARTICIPANT & PASSENGER  
WAIVER AND RELEASE FROM LIABILITY & INDEMNITY AGREEMENT**

In consideration of myself and my child(ren) being permitted to ride or participate in any way in this years STURGIS OFF ROAD RALLY, the UNDERSIGNED, for himself/herself, for his/her minor child(ren) and for his or her personal representatives, heirs, and next of kin acknowledges and agrees to the following terms and conditions:

1. **The UNDERSIGNED acknowledges and understands that participation in the Sturgis Off Road Rally brings inherent and significant risks, hazards, and dangers that cannot be eliminated or reduced. These risks, hazards, and dangers include injury, bodily harm and death to the UNDERSIGNED, any passenger(s) and his/her passenger child(ren).**
2. The UNDERSIGNED does hereby waive, release and forever discharge City of Sturgis from any claim whatsoever which arises or may hereafter arise out of or result directly or indirectly from any first aid, emergency treatment, medical or other service rendered or not rendered to the UNDERSIGNED, the UNDERSIGNED's passenger(s) or the UNDERSIGNED's passengers in connection with the driving or riding as a passenger in Sturgis Off Road Rally events.
3. **The UNDERSIGNED acknowledges that he/she will follow all rules of the Sturgis Off Road Rally events and ensure that his/her passenger(s) and his/her passenger child(ren) also do so. Failure to obey rules will result in the UNDERSIGNED and/or passenger(s) being barred from the Sturgis Off Road Rally.** The City of Sturgis takes no responsibility nor represents the knowledge, skills, coordination, and abilities of the UNDERSIGNED or his/her passenger(s) to properly and safely participate in the Sturgis Off Road Rally.
4. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS, not to sue the City of Sturgis or any participants, any sanctioning organization or association or subdivision thereof, the Sturgis Downtown Foundation, or any volunteers associated with the Sturgis Off Road Rally event, or any promoters, sponsors, advertisers, owners, or lessees of premises used to conduct the Sturgis Off Road Rally, or any others who give recommendations, directions, instructions or engage in risk evaluation or loss control activities regarding the Sturgis Off Road Rally, or to any directors, officers, agents, volunteers, or employees of the foregoing, all of whom for the purposes of this WAIVER AND RELEASE are herein referred to as "RELEASEES," and to release FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assignees, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, OR ANY CLAIM OR DEMAND WHICH COULD BE MADE FOR DAMAGES RELATED TO OR ARISING FROM ANY INJURY TO THE PERSON OR PROPERTY OF THE UNDERSIGNED OR RESULTING IN DEATH OF THE UNDERSIGNED, PASSENGER AND UNDERSIGNED'S CHILD(REN), OF ANY KIND OR NATURE WHATSOEVER, arising out of or related to participation in the Sturgis Off Road Rally, whether caused by the negligence of Releasees or from any other cause.
5. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR IN THE FUTURE arising out of or related to the Sturgis Off Road Rally, whether caused by the negligence of Releasees or from any other cause.
6. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the Sturgis Off Road Rally, whether caused by the negligence of Releasees or from any other cause.

I HAVE READ THIS WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I have signed freely and voluntarily without any inducement, assurance or guarantee being made to me. I understand that I have the right to discuss this release with an attorney and I have chosen not to do so. I further agree that no oral representations, statements, inducements or conditions not state in the foregoing agreement are relied upon by me in signing this waiver and release agreement.

**I re-affirm that I have read and understand this waiver, release and indemnity agreement and that by signing below, I intend my signature to operate as a complete and unconditional release of any and all liability or any obligation for payment for damages, against release that might be otherwise allowed by law. I am signing this release and waiver on behalf of myself, my passenger(s) and my minor child(ren) who is participating in the Sturgis Off Road Rally. Further, I acknowledge that I will ensure that my passenger(s) and my minor child(ren) will follow all rules of the Sturgis Off Road Rally at all times.**

**DRIVING AND OFF ROADING CAN BE DANGEROUS AND CAUSE INJURY, BODILY HARM AND DEATH.**

**For adult passenger:**

Signature: [signed electronically through Superstore purchase]

**For minor passengers under the age of 18:**

Parent/Guardian Signature: [signed electronically through Superstore, if applicable]

*Must be signed & returned to City of Sturgis prior to participating in the Sturgis Off Road Rally Events.*