

Release and waiver of liability, assumption of risk and indemnity agreement

"RIDE" for the purpose of the document is the ride you are registering for and may include one or more of the following City sponsored motorcycle rides:

Director's Sunrise Ride
Chief's Ride
Ride with a Local
Mayor's Ride

In consideration of the undersigned participation in the Ride, the undersigned hereby agrees to release, defend, indemnify and hold harmless the Ride and any promoters; organizers; officials; advertisers; sponsors; clubs; participants; volunteers; owners; lessees, or occupants of premises or property used to conduct the event; sanctioning organizations; any affiliates, subsidiaries, or parents thereof; including, but not limited to, their officers, employees, agents, representatives, and attorneys (collectively referred to herein as "RELEASEES"), from and against all liability to the undersigned, his personal representatives, assigns, heirs, and subrogees for any and all claims, liabilities, damages, losses, costs, and expenses, including actual attorney's fees, for bodily and/or emotional injury (including death) or damage to property, whether caused by the negligence or gross negligence of the RELEASEES or otherwise and whether based in contract, tort, or under a theory of strict liability, arising out of or in any way connected with participation in the Ride.

1. Participants are prohibited from consuming alcohol or any illegal substance while participating on the Ride.
2. The Ride reserves the right to decline/accept/retain any participant at any time for any reason.
3. The Ride will not be canceled due to inclement weather conditions
4. By signing this form, the undersigned certifies that he/she does not have any physical, mental or other condition or disability or that he/she is not taking any medication which may adversely affect their coordination or alertness that could or would create a hazard for the undersigned or any other ride participant.
5. The undersigned certifies that he/she is in possession of a current valid motorcycle operator's license and understands that the choice of wearing a safety helmet and other protective gear is solely that of the undersigned.
6. The undersigned agrees to observe and obey all federal, state, and local rules, regulations, and statutes, including, but not limited to, all South Dakota motor vehicle laws while participating in the Ride.
7. The undersigned agrees to operate his/her motorcycle or other vehicle in a safe manner and not to operate it in such a way that is likely to cause harm to the undersigned, another participant or a pedestrian.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

Signature: [Electronically submitted through the registration process on www.sturgissuperstore.com]