

Foresthill Volunteer Fire Association



Motorcycle Toy Run – 2010 September 18, 2010



Release form and Waiver of Liability:

The undersigned (on my behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to participate in the “Toy Run on the Divide” (hereinafter, “EVENT”) sponsored and/or conducted by the Foresthill Volunteer Fire Association, hereby releases and agrees to hold harmless the Foresthill Volunteer Fire Association and/or other sponsors and their respective officers, directors, employees and agents (hereinafter, the “RELEASED PARTIES”) from any and all claims and demands, rights, and causes of action of any kind whatsoever which I now have or later may have against the “RELEASED PARTIES” in any way resulting from, arising out of, or in connections with my participation in any said “EVENT.”

This Release extends to any and all claims I have, or later may have against the “RELEASED PARTIES” whether or not such claims result from negligence (except willful neglect) on the part of any or all of the “RELEASED PARTIES” with respect to the “EVENT” or with respect to the conditions, qualifications, instructions, rules or procedures under which the “EVENT” is conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE “RELEASED PARTIES” FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH SAID “EVENT.”

I am experienced in and familiar with the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling. I am voluntarily participating in the “EVENT” and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of my participation in the “EVENT”, whether or not such risk results from negligence (except willful neglect) on the part of any or all of the “RELEASED PARTIES.”

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which negates or limits the scope of this Release Agreement including, by not limited to, Section 1542 of the California Civil Code which provides:

‘A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.’

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on statements or representations made by the “RELEASED PARTIES.”

**** [This Is a Release of Liability: READ BEFORE SIGNING](#) ****

-- RIDER --

-- PASSENGER --

Signature_____

Signature_____

Print Name_____

Print Name_____

Address_____

Address_____

City/State/Zip_____

City/State/Zip_____

Date_____

Date_____

Ride Date: September 18, 2010 originating in Auburn, California and terminating in Foresthill, California the same day.