



**The
American Legion Riders**

Post 176, Springfield, VA

Waiver, Release, and Liability Form

1. I acknowledge that motorcycle activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders equipment, vehicular traffic, actions of other people including, but not limited to American Legion (National, Dept, District or Post) officers, American Legion Riders (National, Dept, District or Post) officers, ALR members, and guests. These risks are not only inherent to riders, but are also present for passengers, spectators and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in ALR Post 176 sponsored/participating event(s). I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event(s) and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.

2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver and Release of Liability form will be used by the Post 176 ALR for event(s), in which I may participate and that it will govern my actions and responsibilities at said event(s). I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event(s) operate my motorcycle under the influence of any narcotic, alcohol or drug. I certify that I have fully adequate insurance to cover all medical claims, the motorcycle and any other equipment and any damage or liability I may ultimately be found responsible for. I further certify that I have all the insurance required by law and I am licensed and competent to operate a motorcycle in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.

3. In consideration of my being permitted to participate in ALR event(s), I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from any ALR event(s), THE FOLLOWING ENTITIES OR PERSONS: The American Legion (National, Dept, District or Post), The American Legion Riders (National, Dept, District or Post), officers, NECmen, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event. Accordingly, I do hereby release and discharge The American Legion (National, Dept, District or Post), The American Legion Riders (National, Dept, District or Post), its officers, NECmen,

directors employees, ride organizers, sponsors, representatives and agents, and their officers, agents and its employees from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in ALR event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

4. I certify I will wear the personal protective equipment while operating my motorcycle at ALR event(s) that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of these event(s) and understand that my privilege to ride may be removed if I am in violation of the rules set forth or acting/performing in an unsafe manner or any manner disruptive to the operation of the ALR event(s).

5. I agree to pay for all expenses (including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I may incur) intending that The American Legion/American Legion Riders, shall be totally free of such costs and expense.

6. As additional consideration for being allowed to participate in ALR event(s), I hereby assign to The American Legion/American Legion Riders, any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the ALR event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against The American Legion (National, Dept, District or Post), The American Legion Riders (National, Dept, District or Post), and its NECmen, officers, directors, employees, ride organizers, sponsors, volunteers, representatives and agents may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that The American Legion (National, Dept, District or Post), The American Legion Riders (National, Dept, District or Post), and NECmen, officers, directors, employees, ride organizers, sponsors, volunteers, representatives and agents shall be liability free with regard to anything in any way connected with these ALR event(s).

I hereby certify that I agree to the terms of the American Legion Riders Post 176 By Laws consisting of 11 pages. By signing this page, I hereby certify that I have read all pages of the By Laws, to include both pages of this Waiver, Release and Liability form in its entirety, and I fully understand it and agree to its contents.

Printed Name: _____

Date Signed: _____

Member Signature: _____