

Waiver, Release of Liability, Indemnification and Consent to Photo and Videotape Agreement

In exchange for my being allowed to participate in an "Event/Activity", conducted by ABATE of Indiana, Inc., ABATE Foundation, I, an adult 18 years of age or older and the individual identified below and signing this document, and on behalf of any minor(s) of whom I am the parent or legal guardian, agree to be bound by each of the following:

1. Description of the Event/Activity. During the Event/Activity, motorcyclists may participate in the Event/Activity which may include bike shows, contests, entertainment, and other related activities, all of which may involve some element of danger or hazard to spectators and/or participants.
2. Voluntary Involvement. I understand and confirm that my involvement in the Event/Activity as a "Volunteer" and/or my participation in the Event/Activity as a "Participant" and/or my presence as an "Attendee" (hereinafter "Releaser(s)") is voluntary.
3. Identification and Assumption of Risks. I understand that serious accidents may occur during the Event/Activity (which includes all related travel) and that Releaser(s) occasionally may sustain death or serious personal injuries, as well as property damage, as a consequence thereof. I understand these risks and know that my actions in the Event/Activity as Releaser(s), may involve such risks. I understand that this document is intended to address all of the risks of any kind associated with my actions as Releaser(s) in any aspect of the Event/Activity, whether named herein or not, including, particularly, such risks created by actions, inactions, carelessness or negligence on the part of ABATE of Indiana, Inc., ABATE Foundation, or its directors, officers, employees, agents, volunteers, successors, assigns, or persons acting under its permission or authority. I assume all risks in any way connected with my actions as Releaser(s) in the Event/Activity.
4. Release and Waiver. I, on behalf of myself and my estate, release ABATE of Indiana, Inc., ABATE Foundation, and their directors, trustees, officers, employees, agents, volunteers, successors, assigns, the owner/lessee of the properties upon which the Event/Activity is conducted, and all persons acting under their permission or authority (collectively "Releasee(s)"), from any and all liability for, and waive any and all claim(s) for death, injury, loss, damage, or expense, including attorneys' fees, in any way connected with my actions in the Event/Activity as Releaser(s) whether or not caused in whole or in part by the negligence or misconduct of any of the individuals or entities, or Releasee(s) mentioned above, or any other Releaser(s) in the Event/Activity.
5. Indemnification. I, on behalf of myself and my estate, agree to indemnify and to hold harmless including attorney fees and costs (in other words, to reimburse and/or to be responsible for Releasee(s) and all persons acting under its/their permission or authority from any and all claim(s) (including the costs of defending any claim(s) I or my estate might make, or that might be made on my or my estate's behalf, that is released or waived by this instrument) in any way connected with or arising out of my actions as Releaser(s) in the Event/Activity (including claim(s) relating to my actions while under the influence of alcohol or any other substance served or made available in connection with the Event/Activity, whether or not caused in whole or in part by the negligence or other misconduct of any Releasee(s), individual(s) mentioned above, or any other Releaser(s) in the Event/Activity.
6. Binding Effect. This instrument shall be binding upon me, my relatives, estate, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Releasee(s), any of the individuals or entities mentioned above, and its/their successors and assigns.
7. Applicable Law. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Indiana and that the Circuit Court of Hendricks County, Indiana shall have jurisdiction of any disputes for claim(s) among/between the parties to this Agreement.
8. Consent to Photographs and Videotape. Additionally, I further understand that while I am participating in the Event/Activity, my photograph may be taken or an image of me may be recorded on videotape, film, digital media or other media. I agree that I do not have an expectation of privacy while participating in the Event/Activity. I agree to allow Releasee(s) or its/their affiliate(s), or licensee(s) to use my name and/or image in activities, performances, portrait or photographic likenesses, or reproductions thereof, in whole or in part, in composite or distorted form, in conjunction with my own or a fictitious name and/or image, in color or otherwise, made through any medium, including but not limited to display and distribution in magazines, Internet web sites, or promotional videos. I release Releasee(s), all of those affiliated with it/them, and/or any licensee(s) from any and all claim(s) for damages, for liable, slander, invasion of privacy, violation of public rights, or any other claim(s) based on the use of the above-described materials.
9. Minor Participant. If the person(s) involved in the Event/Activity as Releaser(s) is not yet 18 years old, the undersigned agrees that as the parent or legal guardian of said minor individual(s), I, and my spouse or co-legal guardian, verify that I, and my spouse or co-legal guardian, fully understand, agree to, and accept all provisions of this Agreement on behalf of said minor(s). If I am not the legal guardian, I agree to indemnify Releasee(s) for any and all claim(s) brought by or behalf of said minor(s).

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT TO PHOTO AND VIDEOTAPE AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT TO PHOTO AND VIDEOTAPE AGREEMENT, VOLUNTARILY.

Printed Name

Signature

Date

Name(s) of minor(s) (if applicable)