

# 7 Hills Scooter Club Event Waiver

## RELEASE OF LIABILITY, COVENANT NOT TO SUE, WAIVER AND AGREEMENT

By registering for this event, I acknowledge that I understand that moped, scooter or motorcycle riding, including the participation in Gymkhana motor sports, is hazardous and may result in serious injury or death. I understand that this activity in which I am voluntarily participating has inherent risks (including death, loss of limb and permanent disability, and damage to or loss of property) that I assume. I certify that I am duly licensed and competent to operate a moped or scooter or motorcycle in a safe manner and the vehicle I will be operating during the event is in safe and legal operating condition. I am solely responsible to determine the speed and operational characteristics of my scooter or motorcycle and my ability as a scooter or motorcycle operator while participating in the event. **I hereby agree to expressly and voluntarily accept and assume all risks involved in operating a moped, scooter, or motorcycle or participating as a moped, scooter or motorcycle passenger while participating in a 7 Hills Scooter Club Event.**

I hereby covenant, as a moped, scooter or motorcycle operator or passenger, not to sue the the organizers of this rally, their owners, agents, employees, officers, directors, managers and representatives for any and all loss or damage including property damage or loss, personal injury, permanent disability and/or death, arising out of my participation in this activity (including, but not limited to riding, touring, gymkhana, transportation to and from the activity, and at all lodging and stops). 7 Hills Scooter Club makes no warranty regarding conditions, safety of roadways, weather, lodging or stops, and I assume all risk that the conditions, safety of roadways, weather, lodging or stops are other than what is expected. I understand and agree 7 Hills Scooter Club is acting only to provide guidance as to routes, and to obtain meals along the route, and I hereby release and hold harmless the organizers of this event, agents, assigns and heirs against any and all claims, causes of action, or any other liability of any kind arising from my operation of a moped, scooter or motorcycle, or as a moped, scooter or motorcycle passenger during my activity of moped, scooter or motorcycle touring.

**By registering for this event, I agree to abide by all event requirements regarding safe and legal operation of mopeds, scooters or motorcycles, no use of alcohol or drugs during riding events and agree that any violation of these requirements will result in the termination of my participation in the event without recourse or refund.** I certify that I have no known physical or mental impairment that may affect my safety or the safety of the group. I understand that, subsequent to state and local regulations, wearing a helmet is mandatory and 7 Hills Scooter Club most strongly recommends its event participants to wear protective gear. **Further, I certify that I am not under the influence of alcohol, any narcotic, or other drug that may impair my understanding or judgment.**

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By registering for this event, I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself, my spouse, personal representatives, assigns, heirs and next of kin. In consideration of being permitted to participate in the event, I hereby release, waive, hold harmless, discharge, and agree to indemnify this event, its organizers, agents, employees, officers, directors, managers and representatives from any and all liability to me, my spouse, personal representatives, assigns, heirs and next of kin for any and all claims, demands, liability, loss or damage (including property damage or loss, personal injury, permanent disability and/or death), in any way resulting from or arising in connection with this activity. I hereby agree to fully assume the risk and full responsibility of bodily injury, permanent disability, death or property damage due to the negligence of those being released herein, and on behalf of myself, my spouse, my personal representatives, assigns, heirs and next of kin.

I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law of the state of this event and that if any portion hereof be held invalid, I do expressly agree that the balance shall notwithstanding, continue in full legal force and effect.

I further agree to the irrevocable and unrestricted right to use and publish video or photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium.

**BY ELECTRONICALLY REGISTERING, YOU AFFIRM THAT YOU have read and voluntarily agrees to this Release of Liability, Covenant Not to Sue, Waiver and Agreement.**