

# VOLUNTARY WAIVER - PASSENGER



## VOLUNTARY WAIVER, CONSENT, RELEASE, AND HOLD HARMLESS AGREEMENT - ADULTS PASSENGER

PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS. RIDING IS VOLUNTARY, YOU ARE NOT REQUIRED TO PARTICIPATE.

NAME OF EVENT \_\_\_\_\_ DATE \_\_\_\_\_

LOCATION OF EVENT \_\_\_\_\_ CHAPTER NAME **GREAT SMOKIES IMRG**

1. In consideration for being allowed to participate in the event described above ("Event") sponsored and/or conducted by Indian Motorcycle® Company, Polaris Industries Inc., the Indian Motorcycle Riders Group® (IMRG™), authorized Indian Motorcycle® dealers and/or local Indian Motorcycle Riders Group® chartered Chapters and each of their respective affiliates, officers, directors, employees, agents, successors and assigns (the "Event Sponsors"). I agree to assume all risks, waive all claims, release all liability, and defend and hold Polaris, its dealers, and other Event Sponsors harmless to the fullest extent allowed by law.

### 2. I ACKNOWLEDGE AND AGREE THAT:

- I am aware of the nature of the event and choose to be a passenger in this Event. I will not operate a vehicle as part of the Event.
  - I have reviewed, am familiar with, and will comply at all times with the SAFETY INSTRUCTIONS provided by the Event Sponsors, ALL INSTRUCTIONS AND WARNINGS contained in the Owner's Manual, and the WARNINGS ON ALL VEHICLES, including the use of a helmet and other personal protective equipment. I have not and will not consume alcohol or any other substance that could impair my judgment or driving ability. If I have any questions, I will ask before riding.
  - I am aware of and voluntarily assume THE RISKS ASSOCIATED WITH MOTORCYCLES, including SERIOUS INJURY AND/OR DEATH caused by loss of vehicle control, collisions, mechanical failures, trail conditions, my own negligent acts, the negligent acts of other riders, and the potential negligence of Event Sponsors, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks.
3. I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND that I have or may in the future have relating to the Event, whether directly or by subrogation or otherwise, against the Event Sponsors.
4. I AGREE TO RELEASE THE EVENT SPONSORS FROM ANY AND ALL LIABILITY for any loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in the Event. I understand that this waiver and release do not extend to intentionally wrongful acts on the part of the Event Sponsors.
5. I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CODE, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me may have materially affected my decision to sign this agreement.
6. I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE EVENT SPONSORS from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Event.
7. I HEREBY GRANT to the Event Sponsors, and those acting with their authority, the unrestricted, perpetual, worldwide right and LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE AND BIOGRAPHICAL INFORMATION, and any photograph, video or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
8. THIS AGREEMENT SHALL BE GOVERNED BY MINNESOTA LAW, without regard to its choice of law rules. Any dispute or claim relating to this Agreement or the Event shall be finally resolved by BINDING ARBITRATION under the United States Arbitration Act in the state of Minnesota.

**I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT.  
I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT.**

Passenger Name (print) \_\_\_\_\_ Passenger Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City/Country/Zip \_\_\_\_\_ Date \_\_\_\_\_

Driver's License State & No \_\_\_\_\_ Phone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_