

RELEASE OF LIABILITY

***** READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS *****

In exchange for participation in the **9/11 Memorial Ride and Concert**, organized by **911 Memorial Ride, Inc.** of 5053 Evening Trail SE, Acworth, GA 30102, along with **Southern Devil Harley Davidson**, located at 2281 Highway 411 NE, Cartersville, GA 30121, and/or use and access of the property, facilities and services of **911 Memorial Ride, Inc. and Southern Devil Harley Davidson**, I (*Identified by electronic signature on registration page*) agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS AND RULES:** I agree to observe and obey all posted rules and warnings, and further agree to follow any and all oral instructions or directions given to me by any organizing member of 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson, or any employees, representatives or agents of 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson as well as any participating individual, organization or official governmental agency,
- 2. ASSUMPTION OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the above described activity, including the ride and operation of motor vehicles on state roadways, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson as well as any participating individual, organization or official governmental agency, for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson, or during the organized ride portion of the event upon state roadways, whether caused by the fault of myself, my family, 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson as well as any participating individual, organization or official governmental agency, or third parties.
- 3. INDEMNIFICATION:** I agree to indemnify and defend 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson, as well as any participating individual, organization or official governmental agency, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from me or my family's use or presence upon the facilities of 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson, or during the organized ride portion of the event upon state roadways.
- 4. FEES:** I agree to pay for all damages to the facilities of 9/11 Memorial Ride, Inc. and Southern Devil Harley Davidson, as well as any participating individual, organization or official governmental agency, caused by any negligent, reckless or willful actions by me or my family.

5. **APPLICABLE LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia Law in the County of Cobb, Marietta, GA.
6. **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that 9/11 Memorial Ride, inc. and Southern Devil Harley Davidson has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. **ARM'S LENGTH AGREEMENT:** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them individually, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language or provision giving rise to such ambiguity.
8. **ENFORCEABILITY:** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signed: Electronic signature on REGISTRATION submission form.