

CHAIWAY RIDERS WAIVER & RELEASE OF LIABILITY

In consideration of my being granted membership in the Chaiway Riders Motorcycle Association (Chaiway Riders) or being permitted to participate in a Chaiway Riders sponsored or organized activity I acknowledge, agree and represent that:

- I am aware of the dangers and hazards associated with riding motorcycles. Those dangers and hazards can be a test of a person's physical and mental capacity and carry with them the potential for death, serious injury and property loss. These dangers and hazards include, but are not limited to, weather, terrain, temperature, condition of other riders and their equipment, road conditions, vehicular traffic, actions of other people including, but not limited to the directors, officers and members of the Chaiway Riders.
- I am properly licensed and competent to operate a motorcycle in a safe and lawful manner.
- I am physically and mentally fit with no known physical or mental impairment that would limit or negatively affect my ability to operate a motorcycle in a safe and lawful manner and will, should my condition not remain so, inform an officer of the Chaiway Riders and not operate a motorcycle in any Chaiway Riders™ sponsored or organized activity.
- At all times I am solely responsible for the safe and lawful operation of any motorcycle I may be operating. I understand that not wearing an approved helmet is my choice and in the event of an accident the risk of serious injury and death is increased if I chose not to wear a helmet.
- At no time while with other members of the Chaiway Riders will I operate a motorcycle under the influence of any drug or substance including alcohol which has the potential to impair my mental or physical abilities.
- Any motorcycle I use will be in sound and safe operating condition and appropriately licensed or registered.
- I have motorcycle liability insurance in at least the minimum amounts required by the State of Illinois for private passenger automobiles.
- All motorcycle or other events in which members of the Chaiway Riders participate and any multiple member and group riding is a voluntary activity on the part of each participant and that notwithstanding preparation, planning and promotion by the Chaiway Riders or its officers, directors or members, such events are not under the control of the Chaiway Riders and it and its will not be responsible to me, my heirs or legal representatives for any injury, death, property damage or other loss arising from my participation in such event or ride.
- All officers, directors and members participate and serve the Chaiway Riders on a volunteer basis and receive no remuneration of any kind. I, on behalf of myself, my heirs, and my personal representatives, hereby voluntarily release, waive, discharge, hold harmless, defend and indemnify Chaiway Riders and its officers, directors and authorized representatives while acting in such capacity only, from all claims, suits or causes of action which I or my heirs or legal representative or any passenger on any motorcycle driven by me or their heirs or legal representative may have for injury or loss to person or property arising or resulting from acts or omissions occurring during the performance of their duties as officers, directors or authorized representatives of the Chaiway Riders. This release specifically is not intended and does not release any person for liability arising or resulting from the actual operation or use of any motorcycle or other motor vehicle, whether such use is within the scope of their duties as an officer, director or authorized representative of Chaiway Riders.
- This Waiver & Release shall continue in full force and effect notwithstanding either the periodic renewal or extension of my membership in the Chaiway Riders or the termination of my membership or participation in an event.

MEMBERS NAME: _____
MEMBERS ADDRESS:

HOME PHONE: _____
CELL PHONE: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

DRIVERS LICENSE #: _____ PLATE # _____ STATE _____
INSURANCE CARRIER: _____
POLICY NUMBER: _____
HEALTH INSURANCE COMPANY:
POLICY OR GROUP: _____

EMERGENCY CONTACT:

NAME: _____
ADDRESS: _____

HOME PHONE: _____
CELL PHONE: _____
EMAIL ADDRESS: _____

By signing this Waiver & Release of Liability form I certify that I have read and fully understand it and intend to be legally bound to its terms and conditions.

In Witness Therefore, I have signed this Waiver and Release of Liability this ____ day of _____, _____.

NAME:

SIGNATURE:

WITNESS:

DATE: