

Regional SS1000 Manual Registration For

(Site)

You are responsible for familiarizing yourself with and understanding the rules for the 2005 MTF Regional SS1000. Please read and understand the following disclaimers. Initial the box next to each one you agree with. If you don't agree with or have issues with any disclaimer, please address any issues with the sponsor, Alan Leduc (<u>amleduc@insightbb.com</u>).

AGREEMENT AND WAIVER

Whereas, Motorcycle Tourers Forum, Inc., a Tennessee not for profit corporation, hereinafter referred to as MTF, promotes motorcycling, motorcycle safety, motorcycle touring and fellowship among motorcyclists and, in connection therewith and in furtherance thereof, hosts riding events, educational activities, social events and other activities, hereinafter referred to as the Event or the Events; and

Whereas, the undersigned individual, hereinafter referred to as Participant, wishes to participate in one or more of the Events from time to time as they are held; and

Whereas, MTF is willing to allow Participant to participate in certain Events pursuant to, and only pursuant to, the terms and conditions of this Agreement and Waiver;

Now, therefore, in consideration of MTF's allowing Participant to participate in the Event and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties covenant and agree as follows:

1. MTF hereby grants permission to Participant to participate in the Event for which Participant is registering pursuant to all rules, regulations and limitations of the Event.

2. Participant understands that this grant of privilege is gratuitous and that MTF is not receiving or seeking any compensation or consideration for this grant of privilege. This privilege is granted Participant at Participant's request and for Participant's sole benefit.

3. It is agreed and understood that this grant of privilege is terminable at the will of MTF at any time by notifying Participant that it is so canceled and such notification will be effective whether given orally or in writing. This grant of privilege shall terminate immediately upon such notification's being given and participant shall immediately withdraw and cease participating in the Event. Participant will immediately vacate the area where the Event is being held and in no way interfere with the Event.

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4. Participant covenants and agrees that he will, at all relevant times, keep and maintain his motorcycle in a good and safe condition, in full compliance with all rules and laws governing such vehicles. Specifically, said motorcycle shall be in full compliance with any and all safety inspections and certifications required by the State of registration of said motorcycle and shall be safe to operate on the public ways and under the conditions to be encountered in the Event.

5. Participant will at all times while riding his motorcycle wear and employ all such safety clothing and gear including, but not limited to, a DOT approved helmet, as is reasonable, customary and prudent for use by motorcyclists under the circumstances of the Event. A DOT approved helmet shall be worn at all times while Participant is riding in the Event whether or not the use of such a helmet is required in the jurisdiction in which the Participant is riding.

6. Participant shall be licensed to operate a motorcycle in his State of residence and authorized to legally operate a motorcycle in the State or States, Country or Countries where the Event may be held. Participant's motorcycle shall be properly registered and licensed.

7. Participant shall have and maintain in full force and effect liability insurance and such other insurance as may be required for the operation of a motorcycle in the State or States, Country or Countries where the Event may be held.

8. Participant acknowledges, recognizes and agrees that motorcycle riding and related activities that may occur in the course of the Event are individual activities and are not, and cannot be, supervised or directly overseen by the MTF and that there are dangers involved in participating in the Event. Participant recognizes that there are inherent dangers involved in motorcycling and related activities. Participant hereby accepts all such hazards and further acknowledges that he is at least as familiar with and knowledgeable of motorcycling and its hazards as is MTF, its agents, servants, employees and persons acting on its behalf. Accordingly, and as part of the consideration for permission to participate in the Event as stated herein, Participant hereby waives any and all claims for injuries or other damage to his person or his property resulting while participating in the Event or going to or coming from the Event or in preparing for the Event, and hereby releases and discharges MTF, its agents, servants, employees and those acting on its behalf, including any other organization or individual that may be co-sponsoring, assisting with or contributing to the Event from any and all liability for any such damage or injury. Participant covenants and agrees that he will make no demand and bring no action against MTF, its agents, servants, employees or persons acting on its behalf, including any other organization or individual that may be co-sponsoring, assisting with or contributing to the Event, seeking to recover for any personal injury or property damage caused by, related to or arising from the subject of this agreement.

9. Participant covenants and agrees that he will utilize the privilege granted hereunder in compliance with any and all restrictions and other terms which MTF may, from time to time, convey to him and with all federal and State laws including, but not limited to, all safety rules, traffic laws and rules of the road, as they are in force and effect from time to time.

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10. Should Participant be given a map or route information as part of the Event, Participant shall use such map or route information at his own discretion and will not rely upon said map or route information as a representation that it is safe or prudent to follow such map or route information. Such decisions shall be and remain in the sole discretion of Participant.

11. Each Participant is responsible for his own ride. The MTF helps with the logistics by planning a route and arranging for witnesses, however, the Participant is responsible for the ride. Safety is of primary importance.

12. The Participant is responsible for terminating his participation in the Event if he feels that continuing would put himself or others in jeopardy

13. The Participant is responsible for his personal condition. The MTF does not condone nor will it tolerate riding under the influence of alcohol, illicit drugs and even some prescription drugs.

14. Participant further agrees as follows:

(a) The MTF is dedicated to safe motorcycle riding. The MTF does not condone, nor will it tolerate, unsafe activities such as excessive speed, reckless motorcycle operation, riding while fatigued or otherwise impaired, the use of stimulants to maintain alertness or any other activity that results in riders exceeding their personal limits.

(b) While the Event is being organized as a group event, the MTF is simply handling logistical issues and that Participant, and only Participant, is individually responsible for his ride and actions during the event.

(c) Participant understands and agrees that motorcycling has inherent dangers and that Participant accepts all such risks in entering the Event and is responsible for understanding Participant's limits and the limits of his equipment.

(d) Participant certifies that he has inspected his motorcycle and that it is in good working order. Participant further certifies that he will inspect his motorcycle immediately before the Event and will abandon the Event if his motorcycle is not in good working order.

(e) Participant will be provided an emergency contact number before the start of the Event and will call that number promptly in the event that Participant is unable to make the start of the Event or leaves the Event before the ending banquet. Participant will also notify the Event Coordinator by email upon his return home that Participant has arrived home safely.

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CAUTION. BY REGISTERING FOR THE EVENT AND/OR BY SIGNING THIS AGREEMENT AND WAIVER, YOU MAY BE WAIVING LEGAL RIGHTS YOU MIGHT OTHERWISE HAVE.

PARTICIPANT AGREES AND UNDERSTANDS THAT REGISTERING FOR THE EVENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WAIVER TO THE SAME EXTENT AND DEGREE AS IF HE SIGNED THIS AGREEMENT AND WAIVER.

ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WAIVER IS A CONDITION PRECEDENT TO THE GRANTING OF THE PRIVILEGES DESCRIBED HEREIN.

PLEASE CAREFULLY READ AND CONSIDER THIS DOCUMENT BEFORE REGISTERING FOR THE EVENT OR SIGNING THIS AGREEMENT AND WAIVER.

You must initial all disclaimers.

_____ I have read, understand and agree to the MTF Agreement and Waiver shown above and accept its terms as a condition to my participation in the Event.

My passenger, if any, has read and understands the MTF Agreement and Waiver shown above and accepts its terms as a condition to his/her participation in the Event.

I am not registering on behalf of someone else.

(Signature or Rider)

(Date)

(Riders Printed Name)

(Signature of Passenger)

(Date)

(Passengers Printed Name)