CHAPTER MEMBERSHIP ENROLLMENT FORM AND RELEASE

Chapter Name: Bakersfield, California - Chapter 1580. (2018 Calendar Year)

Member Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Phone: _____ Member Nat'l H.O.G. Number: _____

Expiration Date of National H.O.G.® Membership: _____

I have read the *Annual Charter for H.O.G.® Chapters* and hereby agree to abide by it as a member of this Dealer sponsored Chapter.

I recognize that while this Chapter is chartered with H.O.G.®, it remains a separate, independent entity solely responsible for its actions.

THIS IS A RELEASE, READ BEFORE SIGNING

I agree that the Sponsoring Dealer, Harley Owners Group® (H.O.G.®), Harley-Davidson, Inc., Harley-Davidson Motor Company, my Chapter and their respective officers, directors, employees and agents (hereinafter, the **"RELEASED PARTIES"**) shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property occurring during any H.O.G.® or H.O.G.® Chapter activities and resulting from acts or omissions occurring during the performance of the duties of the Released Parties, even where the damage or injury is caused by negligence (except willful neglect). I understand and agree that all H.O.G.® members and their guests participate voluntarily and at their own risk in all H.O.G.® activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold the **"RELEASED PARTIES"** harmless from any injury or loss to my person or property which may result from my participation in H.O.G. activities and EVENT(S). I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE THE **"RELEASED PARTIES"** FOR ANY INJURY OR RESULTING DAMAGE TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH, THE PERFORMANCE OF THEIR CHAPTER DUTIES IN SPONSORING, PLANNING OR CONDUCTING SAID EVENT(S).

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this Release and Indemnification Agreement including, but not limited to, Section 1542 of the California Civil Code which provides:

> "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the **"RELEASED PARTIES"**.

Member Signature: _____ Date: _____

Local Dues Paid $: _____ Date: _____

(Dues not to exceed maximum amount prescribed in, Annual Charter for H.O.G.® Chapters, as contained in the H.O.G.® Chapter Handbook.)

RETURN THIS FORM TO YOUR CHAPTER