

# HARLEY OWNERS GROUP – BAKERSFIELD, CA

## CHAPTER 1580

### GENERAL RELEASE - 2021

#### **Since All Motorcycle Riding is Dangerous We Require All Riders and Passengers to Assume All Risk of Injury, Death or Damage by Signing This General Release.**

I agree, for myself and on behalf of my personal representatives, assigns, heirs and next of kin, that the Sponsoring Dealer, Harley Owners Group (H.O.G.), Harley-Davidson, Inc., Harley-Davidson Motor Company, my Chapter, and each of 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, as a result of or in connection with any H.O.G., Chapter or Sponsoring Dealer activities and resulting from acts or omissions during or related to the performance of the duties of the **RELEASED PARTIES** even where the damage or injury is caused by the **RELEASED PARTIES**’ negligence.

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., Chapter or Sponsoring Dealer activities, and that I am fully aware that motorcycling is an inherently dangerous activity which carries with it certain attendant risks of injury, serious injury, paralysis and death to participants and bystanders, and that by attending and participating in the motorcycling activities organized, promoted and/or sponsored by H.O.G., Chapter and my Sponsoring Dealer, I freely, voluntarily and expressly assume all risk of any and all injury, serious injury, paralysis or death associated with or arising out of my participation in such activities.

I hereby release, waive, discharge and forever covenant not to sue **RELEASED PARTIES**, and to hold **RELEASED PARTIES** harmless from and against any and all liability, loss, claims, demands, suits and damages arising out of any and all injury or loss to my person or property (including paralysis or death) which may result from my participation in H.O.G., Chapter or Sponsoring Dealer activities and EVENT(S). **I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY INJURY OR DAMAGE TO MYSELF OR MY PROPERTY ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR CHAPTER DUTIES IN SPONSORING, PLANNING, CONDUCTING OR PARTICIPATING IN SAID ACTIVITIES AND 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 the foregoing Release, including but not limited to California Civil Codes section 1542, which provides:

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

I understand and agree that this Release is in addition to and does not affect or limit in any way the generality of the release contained in the Chapter Membership Enrollment Form and Release signed concurrently herewith.

By signing the Release, I certify that I have read this Release, that I fully understand its terms and agree thereto, that I am not relying on any statements or representations made by the **RELEASED PARTIES** and that I understand the **RELEASED PARTIES** are relying on these representations in permitting me to participate in activities and EVENT(S).

**MEMBER NAME:** \_\_\_\_\_

**MEMBERSHIP NUMBER** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**MEMBER SIGNATURE:** \_\_\_\_\_